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THE SOLICITORS' JOURNAL & REPORTER *is published every Saturday morning in time for the early trains, and may be procured direct from the Office, or through any Bookseller or News Agent, on the day of publication.*

In answer to Mr. Hemsley's letter, which we regret was overlooked, we beg to say that we receive our report from the Estate Exchange Office, and that we do not undertake to enter into the particulars of sales. We regret if, in the instance mentioned by Mr. Hemsley, any inconvenience has arisen from the absence of the details.

THE SOLICITORS' JOURNAL.

LONDON, AUGUST 6, 1859.

CURRENT TOPICS.

The Divorce Act Amendment Bill has been read a second time in the House of Commons, and will now pass into law, but deprived of one of its most valuable clauses, that enabling parties domiciled in Ireland to apply for a divorce in the English Court. This provision has now been withdrawn by the Government, in deference to the strongly expressed opinions of the Irish members; but we cannot think these gentlemen wise in the course they have taken. We are of course aware of the strong feeling entertained by Roman Catholics against the establishment of any court for dissolving marriages, and this conscientious feeling is deserving of every respect, and might be reasonably urged against the creation of an Irish Divorce Court. But we fail to see what principle is involved in their opposition to the present Bill. Irishmen can obtain a dissolution of the marriage tie at present by an application to the Legislature, and the privilege is availed of by them. We have never heard that any Irish Roman Catholic member has risen in his place to oppose a private Divorce Bill; and why should the privilege thus tacitly conceded be confined to those able to pay for an Act? Every reason that was urged for the original measure applies equally in favour of the extension of the Court's jurisdiction to Ireland; but it is not probable that, in the present state of parties, the Government will abide by their own sensible proposal. As India is also to be exempted, it is evident that the divorce business in the House of Lords will not come to a termination.

The inquiries that have already taken place before the Election Committees have proved, if any further proof had been required, the failure of the Corrupt Practices Prevention Act. It is evident that bribery, treating, and improper expenditure are carried on as easily and confidently as ever, the only result of recent legislation, as far as we can observe, being, that candidates who have acted with perfect uprightness and purity, and who have done all in their power to prevent bribery, are unfairly jeopardised in their seats. Thus the two members for Gloucester have been unseated, though the chairman of the select committee, Lord Robert Cecil (opposed to both of them in politics) bears witness in the House to the innocence of the two candidates and of their *local* agents, and expresses his sense of the real hardship inflicted by the decision.

The Statute Law Commission is actually dead. The usual vote for the commissioner and his secretary was proposed as usual, much to the surprise of honourable members, who had been told that the work of the Commission was at an end, and were at a loss to understand why the country should vote money for extinct functionaries. The House, by a majority of eleven, refused the grant, and thus, in a dull discussion, at the fag end of the session, and in appropriate obscurity, this long-standing job has been snuffed out.

The Committee of County Court Judges have reported on the present system of county court imprisonment for debt, and we shall, next week, print their observations at length.

We this week commence, in the *Weekly Reporter*, a register of the names, and an index of the points, of all reported cases which have appeared during the week. This register will be published regularly during the continuance of the weekly reports and will, we believe, form a valuable addition to a publication, which already commands so much confidence from the profession. In rapidity, accuracy, and the number of cases reported, the *Weekly Reporter* is at the head of periodicals of its class, and when are added the points of practice and the cases peculiarly affecting solicitors, which appear in *The Solicitors' Journal*, the information of this kind afforded in our columns is of a quantity and nature to justify the expressions of approval continually received by us from various quarters.

RESIDUARY DEVISES.

A recent decision of the Vice-Chancellor Stuart, *Eddels* v. *Johnson* (1 Giff. 22; 6 W. R, 401), calls our attention to a remarkable conflict of opinion among the equity judges, on a question which, it might have been expected, would have been set at rest before now. The question shortly is, whether specific and residuary devisees are liable to contribute rateably to the payment of a testator's debts? In *Eddels* v. *Johnson* the will contained specific devises and bequests, and a residuary gift of real and personal estate, but did not charge the real estate with payment of the testator's debts. The personal estate not specifically bequeathed proving insufficient, the Court held that the real and personal estate specifically given were to be applied, rateably with the residuary real estate, in payment of debts; Vice-Chancellor Stuart being of opinion that the real estate specifically devised was liable, rateably with that which was devised as residue. It appears to have been well settled, that before the Wills Act (1 Vict. c. 26) specific devisees and legatees were liable to contribute rateably for the payment of the testator's specialty debts (*Tombs* v. *Rock*, 2 Coll. C. C., 490); and it was considered that every gift of realty by will, though in terms residuary, was, in fact, specific; because the will operated from its date. In *Eddels* v. *Johnson*, the Vice-Chancellor said that he did not understand the late Wills Act to have changed the law, which makes real estate assets for the payment of debts (the will containing no charge of debts, the real estate was subject to them only by virtue of the provisions of the 3 & 4 Will. 4, c. 104); and his Honour therefore adhered to the old rule, which treats every devise of real estate, whether particularly described or residuary, as in fact specific. "It cannot," he says, "reasonably be held that because a testator has given a real estate to one person, and the rest of his real estate to another, that the former is to bear no part of what the statute says shall be borne by all." In *Emuss* v. *Smith*, Lord Justice Knight Bruce, then Vice-Chancellor, seems to have been of the same opinion. He is reported to have said, that it was not the intention of the Legislature in passing the Wills Act, "that the mode or order of applying assets in payment of debts should be rendered different by it from that which would have taken place without it; at least, in" such a case as was then before the Court. An unreported decision of Vice-

Chancellor Wood (*Edwards* v. *Pugh*, 1853; see 2 Jarm. Wills, last edition, 527, n.) is said to be on the same side. In *Doty* v. *Hartridge*, however (6 W. R. 834), and *Rotherham* v. *Rotherham* (7 W. R. 368), Vice-Chancellor Kindersley and the Master of the Rolls held the opposite opinion. In the former case the Vice-Chancellor observes, "The Wills Act gave to residuary realty all the qualities of residuary personalty." His Honour was of opinion that it "entirely altered the nature of a residuary devise of real estate;" and that since the Act, a residuary devise of real estate is not, in effect, specific. This decision was expressly adopted and followed in *Rotherham* v. *Rotherham* by Sir John Romilly, who there made a decree declaring the real estate comprised in the residuary devise primarily liable to pay debts for which the personal estate not specifically devised was insufficient.

We have then, on one hand, two Vice-Chancellors, and most probably a Lord Justice, of opinion that the Wills Act has made no change in the law, as to the effect of a residuary devise, but that it continues to be in effect specific; and on the other, one Vice-Chancellor and the Master of the Rolls, holding that thereby, in the administration of a testator's assets, a residuary devise is made to contribute to the payment of his debts before a specific devise. To use the words of Lord Justice Knight Bruce, in reference to another point, in *Tombs* v. *Roch*:—"that in a country such as England, a question, probably, of so frequent occurrence should, at this day, be remaining an open and arguable question—that it should not have been long settled conclusively—does seem a remarkable circumstance, if the fact is so." Whoever desires to see what can be said on one side may find it in Vice-Chancellor Kindersley's judgment in *Doty* v. *Hartridge*. The only argument on the other side which has appeared in print is, that of Vice-Chancellor Stuart, in *Eddels* v. *Johnson*; but his Honour appears to have considered the matter to be wholly free from doubt, and of course had not before him the opposite decisions to which we have referred, as they are subsequent in date.

Under such circumstances, it may appear somewhat presumptuous for us to say a word more than state what the question is, and how it stands. We may be allowed, however, to mention our preference of the conclusion arrived at by Vice-Chancellor Kindersley. It is difficult to understand how it is at all affected by the Act to make real estate assets for the payment of simple contract debts (3 & 4 Will. 4, c. 104). No one pretends that, under that Act, all lands of the testator, whether in the hands of the heir or of devisees, are not assets for the payment of his debts. The only question is, is there any priority of liability? Sooner or later, in the administration of the estate, if needs be, lands specifically devised are unquestionably liable, but is residuary real estate first liable? Again, it is admitted that the Wills Act effected no change in the law which made real estate assets for the payment of debts. It is assets now just as it was before; but the real point is, whether the Wills Act altered the nature of a residuary devise of real estate, so as to give it the true character of residue, and not as previously, when it was reasonably held to be to all intents specific? Upon this point the reasoning of Vice-Chancellor Kindersley seems to us to be unanswerable. Before the Wills Act, a residuary devise included only what was not specifically devised of the real estate of which the testator was seised when he made his will. It was as much specific as a bequest of the residue of a particular sum of stock; it being a gift of certain definite real estate, less what was taken out of it by name and specifically devised. It did not include any land acquired by the testator between the date of his will and his death, nor any land which had been specifically devised and lapsed before the latter event. But since the Wills Act, in place of these, we have the opposite characteristics in a residuary devise. It now includes the residue of whatever lands the devisor may happen to die seised of, as well as lapsed and void gifts, and all lands over which the devisor had a general power of appointment. Vice-Chancellor Kindersley, therefore, seems to have been justified in the expression, that "the Act gave to residuary realty all the qualities of residuary personalty."

The Courts, Appointments, Vacancies, &c.

COURT OF CHANCERY.

(Before Vice-Chancellor Sir J. Stuart.)

Benson v. *Millburn, in re Cattlin.*—*July* 29.

This was a motion to commit Mr. Cattlin, the solicitor for the defendant, for an alleged contempt of Court, in having taken proceedings in an action at law after an order for an injunction had been made by this Court restraining further proceedings in such action. From the affidavit in support of the motion it appeared that on the 23rd inst. Mr. Cattlin attended before Mr. Baron Martin upon a summons which had been taken out in the above-mentioned action, and that such summons was then adjourned until the 26th inst. In the meantime—viz. on the 25th—an order for an injunction restraining proceedings in that action was made by the Vice-Chancellor, but it was stated in support of the present motion that, notwithstanding such order for an injunction, Mr. Cattlin pressed Mr. Baron Martin to make an order on the summons, and that on Mr. Baron Martin having heard of the injunction restraining the proceedings in the action, he directed the summons to stand over until an appeal which he had been told had been presented to the Lords Justices from the Vice-Chancellor's order of the 25th inst. should be disposed of. Such appeal was heard on the 27th inst. and dismissed. Mr. Cattlin filed an affidavit purporting to justify his proceeding with the action pending the appeal.

The Vice-Chancellor, at an early stage of the hearing of the motion, suggested that Mr. Cattlin should make an apology to the Court for his conduct.

Mr. *Craig* said, it was a case which was hardly left to the discretion of counsel.

The Vice-Chancellor, in giving judgment, said, that there had been an attempt made to show that what had taken place before Mr. Baron Martin was not a breach of the order which had been made by this Court restraining proceedings in the action. What had taken place before Mr. Baron Martin was an attempt, after an order for an injunction had been made by this Court, to obtain an order in that action; and a more clear case of proceeding in defiance of the order of this Court could hardly be conceived. No doubt no very great injury had been sustained from what had been done before Mr. Baron Martin, but the question of injury was not now before the Court. The duty of this solicitor, who stated that he had had forty years' experience, was not only to obey the order of this Court, but to teach others to do so. It was very much to be regretted that such a thing should have taken place, and it was also to be regretted that this motion should have been made; but the moment it was made he (the Vice-Chancellor) expected that some expression would have fallen from this gentleman that he did not intend to disregard the order of the Court. Nothing, however, of that kind had been done by him, and there had been no expression of apology or contrition on his part. But this solicitor of forty years' experience had endeavoured to show by a long argumentative affidavit that he was right, and that the order for an injunction was wrong, and that he expected to be able to vary it by an appeal to the Lords Justices. He thought that this gentleman had acted designedly, and that he wished to be committed, else he would have done something which would have enabled him to escape from committal. There must be an order to commit Mr. Cattlin, and he must pay the costs of this motion.

(Before the Lord Chancellor and the Lords Justices on Appeal.)

Benson v. *Millburn, in re Cattlin.*—*July* 30.

This was an application to discharge an order made by Vice-Chancellor Stuart yesterday, directing Mr. Cattlin, the solicitor for the defendants in the above-mentioned cause, to be committed for a contempt of Court. It appeared that his Honour had recently granted an injunction restraining the defendants and their solicitor from taking any further steps in a certain action at law. A few days previous to the granting of the injunction a summons had been obtained in the action to be heard before Mr. Baron Martin, and had been adjourned. In spite of the injunction which had been made in the meantime, Mr. Cattlin attended the adjourned summons before Mr. Baron Martin at chambers, and pressed his Lordship to make the order asked for. This

was the contempt complained of, and for it the Vice-Chancellor made the order for Mr. Cattlin to be committed to prison.

Their Lordships said, that without dissenting from the order made by the Vice-Chancellor, they were unwilling that Mr. Cattlin should be committed to prison. Unless, therefore, Mr. Cattlin wished otherwise, that portion of the order of the Court below directing him to be committed would be discharged, but Mr. Cattlin must pay the costs of the applications in both courts. Ordered accordingly.

(Before the Lords Justices of Appeal.)

Benson v. *Withers, in re Cattlin.*—*Aug.* 2.

Mr. *Cattlin*, at the rising of the Court, applied that their Lordships would either grant a rehearing of the appeal from the order of Vice-Chancellor Stuart, committing Mr. Cattlin for contempt, in alleged disobedience of an order of the Court, and which order of committal was discharged by the full Court of Appeal, or discharge the order of the full Court of Appeal, so as to leave the Vice-Chancellor's order untouched. The object was stated to be, that several witnesses were willing to attend for examination viva voce, to show that the act done by Mr. Cattlin was not in violation of the order of the Court, and was the usual and common practice for a solicitor to pursue in the discharge of his bounden duty to his client; for that a summons having been issued and adjourned, and then the injunction having been granted to restrain further prosecution of an action, it was no breach of it to attend the adjourned summons, that being no "prosecution" of the action. The witnesses were barristers, masters, pleaders, and solicitors.

Their Lordships said, they could make no order, but that Mr. Cattlin could give any notice of motion he might be advised to do next term.

COURT OF PROBATE AND DIVORCE.

(Before Sir C. Cresswell.)

Suggate v. *Suggate.*—*Aug.* 3.

In this case his Lordship, on the prayer of Mrs. Suggate, had decreed a judicial separation upon the ground of the cruelty of Mr. Suggate. The costs have since been taxed by the registrar at £265. Various objections were made to the registrar's taxation by both parties.

Dr. *Spinks*, for the respondent, complained that the registrar had allowed the fees of three counsel for the wife, whereas in the Ecclesiastical Courts not more than two counsel were ever allowed in a divorce suit.

Mr. *Macqueen*, for the petitioner, submitted that the registrar was wrong in refusing to allow the expense of sending copies of the proceedings to the country attorney, the case being conducted in London by his town agent.

His Lordship thought that the report of the registrar was correct throughout. He had already held in a testamentary cause that the rule which prevailed in the Ecclesiastical Courts, of allowing only two counsel on each side, was not applicable to a long nisi prius cause in this court, and the present case having occupied between three and four days, he should not think of interfering with the discretion which the registrar had exercised. With respect to the cross objection, that the registrar had refused to allow the expense of sending copies of the proceedings to the country attorney, he did not think that it was intended by throwing open the court to all practitioners to compel parties to pay for the double assistance of a town and a country attorney. It was the practice in the Ecclesiastical Courts to allow only for the proctor, and he did not see why that practice should not be followed, and the expenses of only one proctor or one attorney allowed. He should therefore confirm the registrar's taxation.

The Court will not sit again until Michaelmas term.

INSOLVENT DEBTORS' COURT.—*Aug.* 1.

Mr. Reed, having resumed his professional duties in this court, was, this morning, congratulated by Mr. Commissioner Murphy upon his convalescence after a severe illness, and the learned counsel, in acknowledging the kindness of the commissioner, contradicted a report that had been spread abroad to the effect that he had given up his practice in this court.

MIDDLESEX SESSIONS.—*Aug.* 2.

Expenses of Constables.—In the course of the day, the Assistant Judge said, there had been a good deal of delay when the cases had been called on, in consequence of the police-constables not having their witnesses ready. It was the duty of the constable in each case to keep the witnesses together and ready, as the case might unexpectedly come on. If they did not the public business was delayed. In every case where this occurred the constable would receive no expenses. That was a positive rule the Court had adopted, and, in some instances, other means might be adopted. It must also be understood by the police—and, as there were a good many present, he would take that opportunity of publicly mentioning it—that when a person was taken to identify any one accused of crime, the person accused should be mingled with a number of others, and the prosecutor, or any other person, might pick him out from among them. It was most unfair and unjust to the accused that the person accusing him should be taken, shown the man, and asked if that was he. If picked out from a number of others, the evidence of identity became so much the stronger, but if a prisoner was shown to a prosecutor simply, it might lead to a mistake, and possibly the conviction of the innocent. He was aware that generally it was the practice to let a prisoner be singled out from others, but there had been deviations from it, and in future no constable so acting would be allowed his expenses.

MIDLAND CIRCUIT.—Derby.

(Before Mr. Justice Hill.)—*July* 29.

Peter Ward, a chemist at Sheffield, was indicted for perjury committed before the judge of this county court held at Derby on the 19th of April, 1850.

The prisoner had been for some years acquainted with the prosecutor, Mr. James Foottit, an attorney in this town, who had done business for him at different times, and for which there was owing to him in January, 1857, a sum of 114*l.* 15*s.* 8*d.*, being the balance of his account. According to the evidence of Foottit, the prisoner came to his office in Derby on the 6th of January, 1857, and after telling him that he proposed going to York Castle to take the benefit of the Insolvent Act, and was desirous of doing something for him (Foottit) before he went, he proposed to pay a sum of £7 down in cash, to give an I O U for £7, and to send a sum of £5 by the post next day from Sheffield to make up the sum of £19, if Foottit would accept it in full discharge of his debt. To these terms Foottit assented. The £7 was paid down, and the I O U given, and an account was drawn up, in which Foottit gave his receipt for £19 cash received in full discharge of his account. Foottit afterwards petitioned the Insolvent Court, and an order was made for vesting all his estate and effects in the official assignee, Mr. B. Frear, the registrar of the Derby County Court. His schedule contained an entry of the I O U for £7 given on the 6th of January. On the 19th of April, 1859, an action upon this I O U was commenced in the Derby County Court at the suit of Mr. Frear, as official assignee, against the prisoner, who, at the conclusion of the plaintiff's case, was sworn as a witness on his own behalf, and stated that on the 6th of January, 1857, he paid to Foottit £7 in cash, and gave the I O U in question early on that day, and that after several hours' discussion with Foottit he paid £12 more in cash, making £19 in full settlement of the account, and that Mr. Foottit agreed to return him the I O U, but after receiving the £12 he had lost or mislaid it, and that no application for the £7 had been made to him afterwards, either by the prosecutor or his wife. The judge, however, made an order for payment of the amount forthwith. On the day after the trial in the county court, Foottit, on looking over his papers, found some letters that had passed between himself and the prisoner in the months of January and April, 1857. From these letters it appeared that the prisoner on his return to Sheffield did not send the £5 as promised on the 6th of January, alleging that he could not, upon which Foottit wrote to him, stating his urgent need of the money, saying that he was going to petition the Court, and asking what he was to do about the I O U. This letter was taken to the prisoner by Mrs. Foottit, and having read it, he made a memorandum in pencil, saying nothing about the I O U or the £5 due, and requested her to take back the letter to her husband, saying that he should send the money next day, but this he failed to do. In another letter the prisoner spoke of the balance due to Foottit upon the I O U, stating why he had not been able to pay it.

The learned Judge, in summing up, told the jury that if the question depended upon the oath of Foottit alone they could not find the prisoner guilty, but that, looking at the letters which had been put in evidence, and in which the prisoner had never denied owing the I O U when applied to for payment by Foottit, it would be for them to say whether the prisoner could have been giving a true account upon the trial in the county court.

The jury returned a verdict of guilty, and the prisoner was sentenced to two months' imprisonment.

(Before Lord Chief Justice Erle.)

Russell v. Hewitt.—July 30.

This was an action for false imprisonment. The defendant had brought an action against the plaintiff and recovered judgment for 17*l.* 15*s.* 4*d.* damages, and 3*l.* 14*s.* 8*d.* costs, making together 21*l.* 10*s.*. For this sum the clerk to the defendant's attorney had, in his master's absence, by mistake issued a ca. sa., supposing that he was justified in doing so. But as the damages were under £20, this was irregular. The plaintiff was, however arrested on a Thursday, and kept in custody till the Tuesday following, when he was discharged. As soon as the defendant's attorney returned and found out the mistake his clerk had made, he consented to the plaintiff's discharge, and offered to refer the question of what compensation the plaintiff was entitled to to the Master of the Court, or any other gentleman, but this was not consented to, the plaintiff and his attorney preferring the verdict of a jury, which he obtained for £8, in addition to the amount of the attorney's bill for obtaining his discharge, in all amounting to £13.

NORTHERN CIRCUIT.—Newcastle.

(Before Mr. Baron Watson.)

The London and North Western Railway Company v. Latinga.—*July* 30.

This was a case of disputed account.

On the cause being called,

Baron Watson stated, that he objected to trying it, on account of his being a shareholder in the London and North-Western Railway. His brother Hill was in the same position, and would therefore have a similar objection. He would, however, change it to any circuit the parties might select, and he suggested that they should take it to Bristol or Croydon.

Mr. *James* said, he would prefer that the case should be a remanet, which, after a brief consultation between the counsel, was agreed to.

WESTERN CIRCUIT.—Exeter.

(Before Mr. Justice Crompton.)

Rantley v. Bishop.—Aug. 1.

This was an action against an attorney, for negligence in not having duly entered an appeal at the sessions, but after the case had proceeded some way, the matter was referred to Mr. Chambre, the associate on the circuit.

OXFORD CIRCUIT.—Hereford.

(Before Mr. Justice Willes.)

Davis v. Jackson.—Aug. 2.

This was an action, brought by an innkeeper at Glewston, near Ross, against Richard Jackson, an attorney there, to recover damages for a trespass in encroaching on the plaintiff's land, by replanting his hedge, and advancing it beyond the true boundary.

After occupying the Court for several hours, the action was referred to a surveyor.

(Before Mr. Justice Byles.)—*Aug.* 4.

John Isaac Jones, late clerk in the office of Mr. Masefield, solicitor, at Ledbury, was tried for the murder of Harriet Baker, a person who took charge of Mr. Masefield's offices, and who was found brutally murdered on the evening of the 10th of May. The facts of the case have already been before the public, and the jury, after a patient hearing of two days, returned a verdict of not guilty.

The prisoner was a young man, with light hair and sharp-pointed features, whose knitted brows, compressed lips, and glancing eyes, showed him to be of an excitable but resolute temper. During the whole of the trial he appeared pale and anxious, but towards the close he became much depressed, and leaned his head down upon his hands. When the jury returned into the court the prisoner was brought in in almost a fainting state, and when they gave their verdict he became greatly excited, protesting that he was innocent. After he had a little recovered, he anxiously inquired of the governor of the gaol what the verdict was, and was assured that it was "not guilty." He was then with some difficulty removed from the dock.

INNS OF COURT VOLUNTEER RIFLE CORPS.

A general meeting of the members of the Inns of Court, to receive the report of the committee for the proposed Volunteer Rifle Corps, and agree to the rules and regulations for the government of the body, was held at Lincoln's Inn Hall, on Saturday afternoon. There was a large attendance, notwithstanding the necessary absence of members upon circuit.

Mr. Selwyn, Q.C., M.P., was called to the chair.

The Hon. Secretary, Mr. Kenyon Parker, read the report of the committee's proceedings. They had, in the first place directed their attention to obtain a rifle practice ground, and the most suitable they had been able to find was at Walham Green, on the road from Brompton to Fulham. The committee had carefully prepared the rules and regulations, which would be submitted to the meeting. With regard to the uniform, arms, and accoutrements, they considered that the entire expense to each member ought not to exceed £10, of which the uniform would cost four guineas. If they selected the Goverment rifle, and accepted the offer of being supplied with 25 per cent. of the rifles, which would be sufficient for practice, the expense might be diminished fully one-half. But if a breach loading rifle should be preferred, the cost would be increased.

The Chairman said, after the report they had heard read, he need not go into questions of detail. He felt satisfied that no recent circumstance should change the determination come to by the members of the Inns of Court to form themselves into a rifle corps. It was true that circumstances had changed, and he had heard the first minister of the Crown say that what he was pleased to term the rifle club fever would soon pass away like other epidemics. He thought, on the contrary, that those who had come forward as volunteers, would show that it was no passing feeling that actuated them. The steps they had already taken with regard to the formation of a volunteer corps for the Inns of Court had prevented many of their members from joining other corps, and they were bound to go on, and the meeting would determine in what way they should proceed. They ought not to be discouraged by the comparatively small number of members hitherto enrolled, for men did not like to join an association until they knew something about the rules. They had already received £400 in subscriptions, and hoped this meeting would bring them a large increase of the sinews of war. He did not think the spirit of the members of the Inns of Court had degenerated since 1848, when they came forward by hundreds.

Mr. Wilcock, Q.C., moved the adoption of the report, seconded by Mr. Macqueen.

Mr. E. Webster did not agree with the statement of the report that circumstances had not altered since they last met. He thought the Emperor of the French was now disposed to adopt a policy of peace. He should be glad if this meeting led rather to the formation of rifle clubs than of a rifle corps. He thought any active operations on the part of rifle corps would be now unnecessary.

Mr. Carden hoped it would be understood that the rifle corps were for purposes of national defence solely, and not formed with any view to internal disturbance.

The motion for the adoption of the report was then put from the chair and carried unanimously.

Mr. Greene moved the adoption of the rule, as prepared by the committee, seconded by Mr. Pemberton.

Some discussion arose on the question of the limitation of age to forty-five years. It was stated that the Government circular required the maximum age to be forty-five.

An amendment for taking rules seriatim was negatived, and the question that the rules submitted by the committee be adopted having been put and carried unanimously, the meeting terminated.

JUDICIAL STATISTICS, 1859.

Court of Chancery.—The forms of the returns for the High Court of Chancery were prepared under the direction of the Master of the Rolls and the Vice-Chancellor, and show the separate business and duties of the officers of each of the great branches of the court. But the arrangements could not be carried out in sufficient time to enable the first returns to be made for the whole year. They comprise *only the half year*, ending the 1st November, 1858, with such exceptions as will be pointed out. The returns made by the chief clerks to the judges gave with full detail the nature and amount of all the original proceedings in the chambers of the Master of the Rolls, and of each of the Vice-Chancellors. Some of the chief facts in this return for the above half year are:—

Summonses to originate proceedings:—	
For administration of estate	137
Under Charitable Trusts Act	[illegible]
For appointment of guardians, and maintenance of infants	[illegible]
For other purposes	20
Other Summonses	[illegible]
Orders made of the class drawn up by the Registrars	[illegible]
Of the class drawn up in Chambers	[illegible]

Orders brought into Chambers for prosecution (including nine for winding-up companies)	390
Debts claimed and adjudicated upon	3,719
Amount of debts proved	£2,573,[illegible]
Accounts passed (other than receivers' accounts)	[illegible]
Receipts therein	£2,544,[illegible]
Disbursements and allowances therein	£2,374,592
Receivers' accounts passed	153
Receipts therein	£[illegible]
Disbursements and allowances therein	£344,[illegible]
Sales of estates under orders of Court	262
Amount realised	£1,075,253
Purchases of estates under orders of Court	43

The return by the registrars has been framed to represent the state and progress of every class of the proceedings, but they were unable to supply its valuable details for any portion of the past year. The following will, to some extent, supply the matter, which will henceforth be returned in a more complete form.

Number of appeals, causes, and other matters standing for hearing on the 1st day of November, 1858:—

Appeals	23
Pleas, demurrers, exceptions, and objections	11
Causes and claims	344

Number of all *matters disposed of* for the year ending the 1st November:—

Appeals, motions, and special motions	1,315
Petitions	2,346
General paper (causes, further directions, and further considerations, pleas, demurrers, exceptions)	1,777
Appeals and rehearings	50
Claims	79
Orders or summonses drawn up by the registrars	5,[illegible]

Number of all *fees collected* by stamps of each denomination, in the year ending the 1st November:—

£4 stamp	4
2 "	1,480
2 "	2
1 "	7,772
10s. "	1,459
5s. "	701
1s. "	117

Making a total of 11,535 orders, and £13,142 in amount. The return of the proceedings in the office of the examiners, from the 22nd May to the 1st November, simply shows that the number of witnesses examined were 113, and the amount of fees collected (by stamps) was £60 15*s*. The clerks of the records and writs in the proceedings in their office during the same period, return the number of *suits instituted*, viz.—

Bills or informations filed	74[illegible]
Claims filed under General Order of 1850	37
Special cases filed under Act of 14 Vict. c. 35	14
Administration summonses filed	141
Other originating summonses filed	56

And they show the details of the proceedings in the different forms of suits, by bill or information, claim, summons, &c. They return the total fees collected in their office by stamps as 9,659*l*. 13*s*. 11*d*. The principal secretaries of the Lord Chancellor and the Master of the Rolls state for the same period, in classes, the number of petitions set down for hearing.

Before the Lord Chancellor	5
The Lords Justices (on appeals)	34
Vice-Chancellor Kindersley	194
Vice-Chancellor Stuart	2[illegible]
Vice-Chancellor Wood	206
Master of the Rolls	276

The number of petitions for orders of course to the Master of the Rolls were 1,351. The amount of fees collected in the office of the Lord Chancellor's principal secretary was 602*l*. 5*s*.; and in the office of the Master of the Rolls' principal secretary, 688*l*. 3*s*. The *Taxing Masters* return the business of their office for the same half year under five separate heads, the aggregate of which gives the following results:—

Orders and references for taxation brought in	1,446
Bills taxed	3,500
Certificates and allocaturs made	1,813
Total amount of fees	£15,[illegible]
Total amount of costs	£556,844

The return of the Accountant-General is made for the whole year ending the 1st October, 1858, and shows the amount of the cash and securities paid into court, with the other business of the office, and the amount of the fees collected. The total amount of cash securities, and other effects, paid and transferred was—

	£	s.	d.
Paid into court, cash	7,592,502	6	2
Paid " securities and effects	5,407,650	17	2
Paid out of court, cash	7,448,803	19	6
Paid " securities and effects	5,796,315	4	9

From the return by the Accountant-General, presented to Parliament pursuant to statute, we extract the following for the same period:—

SUITORS' FUND.

	£	s.	d.	£	s.	d.
Balance of cash on Oct., 1857	23,[illegible]	7	9			
Dividends of 3,904,989*l*. 10*s*. 6*d*. Stock	113,982	2	1			
Rent of Masters' offices let to Commissioners of Patents	[illegible]	0	0			
Total income				137,783	9	10
Payments	61,[illegible]	12	2			
Carried over to Suitors' Fee Fund	55,7[illegible]	16	0			
Total payments				117,376	10	2
Balance of cash on Oct. 1, 1858				20,406	19	8

SUITORS' FEE FUND.

	£	s.	d.	£	s.	d.
Balance of cash on Nov. 24, 1857	68,510	[illegible]	3			
Cash brought from Suitors' Fund	55,7[illegible]	6	0			
Dividends of £201,028 2*s*. 3*d*. Stock, purchased with surplus fees	5,[illegible]	1	6			
Brokerage	4,072	16	7			
Fees levied on the suitors	101,969	5	8			
Total income				236,226	16	11
Payments				156,216	9	8
Balance of cash on Nov. 24, 1858				80,010	7	3

ANALYSIS OF THE ABOVE PAYMENTS, DISTINGUISHING THOSE CHARGED ON EACH OF THE ABOVE TWO FUNDS.

	Suitors' Fund. £	s.	d.	Suitors' Fee Fund. £	s.	d.
Compensation (including salaries) in respect of abolished offices	31,370	11	3	44,169	14	2
Salaries of officers	15,307	4	9	95,[illegible]	0	[illegible]
Pensions to retired officers	9,[illegible]	9	[illegible]			
Rents of offices				2,129	[illegible]	5
Expenses of copying in the offices				6,099	19	7
And miscellaneous payments	4,630	9	10	5,287	6	6
Total	[illegible]			156,216	9	8

The limited local jurisdiction, both in law and equity, which appertains to the Court of Chancery for the County Palatine of Lancaster, has been fully represented for the year 1858 in a return furnished by the Vice-Chancellor. The amount of the chief proceedings, which are shown in detail, were—

Suits and matters originated	128
Interrogatories filed	34
Answers, and other defences	44

And the state of the business before the Court in relation to causes, and original matters on motions for decrees, claims, special cases, or otherwise, for further directions, and on appeals in the like causes, were:—

Awaiting hearing at the commencement of the year	3
Set down during the year	126
Heard during the year	118
Otherwise disposed of	9
Awaiting hearing at the end of the year	1

The result of the proceedings, on which the remanet was one only, is shown by the number of—

DECREES OR ORDERS MADE.

On original hearing	63
On further directions	29
On cause petitions	27
On motion in court	160
On motion of course	49
By registrar	114

The extent of the property involved in the above proceedings is returned as:—Amount of debts proved, £91,095. Amounts realised by sales of estates, £21,874.

ASSAULT ON THE RIGHT HON. STUART WORTLEY.—Mr. Wortley, after addressing the electors of Wakefield, on Monday evening last, had occasion to go to the Electric Telegraph office, and, when returning to the Strafford Arms, some cowardly ruffian threw a heavy piece of lead, which had evidently been prepared for the purpose, at the right hon. gentleman, striking him a blow on the temple, and inflicting a severe wound, the blood from which streamed down his face. He was conveyed into the inn, and a surgeon sent for, who dressed the wound. Mr. Wortley remained in a stunned condition for about an hour, but recovered sufficiently to enable him to leave Wakefield by the ten p.m. train. A reward of £25 has been offered for the apprehension of the scoundrel who perpetrated this diabolical outrage.

DEATH OF MR. SERJEANT CLARKE.—Nathaniel Richard Clarke, Esq., Serjeant-at-law, and Judge of the County Court for South Staffordshire district, expired at Wolverhampton on Sunday afternoon, about five o'clock. The deceased gentleman was called to the bar so far back as 1811, and has been for many years Recorder of Walsall, and two or three other boroughs. In private and public life he was very much respected.

The Queen has been pleased to appoint George Porter Atthill, Esq., to be Chief Justice of the island of St. Lucia.

Notes on Recent Decisions in Chancery.

(By MARTIN WARR, Esq., *Barrister-at-Law.*)

PRACTICE—CLOSING EVIDENCE—CROSS EXAMINATION.

Dowson v. Solomon, 7 W. R., V. C. K., 577.

The system introduced by the Chancery Improvement Act, of giving evidence by affidavit, and cross-examining those who have given evidence by affidavit, has given rise to a question as to the time of closing the evidence in the cause, and setting it down for hearing. Under the old practice a time was fixed for passing publication, and no distinction was made between examination-in-chief and cross-examination, the time for closing both being the same. But the introduction of affidavit evidence rendered a further time necessary for cross-examining affidavit witnesses, which was not required for evidence taken before the examiner. This time, in ordinary cases, is one month. But the difficulty here arose, that by the new practice, the subpœna to hear judgment must be issued within a month after the closing of the evidence; and the question was, whether by the closing of the evidence was meant the closing of the evidence in chief, or the expiration of the extra time fixed for cross-examination of the affidavit witnesses. The practice in the Record and Writ Clerk's office has been, that the subpœna to hear judgment should be issued immediately after the closing of the evidence in chief; and as the writ is not returnable for a month after the teste of the writ, the cause cannot come on before the month allowed for cross-examination of the affidavit witnesses has expired. And where the Court has seen fit to enlarge the time from cross-examination without enlarging the time for closing the evidence, the practice has been not to postpone setting down the cause, but to mark it in the registrar's book as not to *come on* before the enlarged time is expired. This practice has been approved by the Vice-Chancellor in the present case, who said that the practice of issuing the subpœna immediately after the closing of the evidence was a wholesome rule, in accordance with the intention of the Act of Parliament.

It must, however, be remarked, that although a plaintiff may set down the cause at once, notwithstanding the time for cross-examination has not expired, the defendant cannot move to dismiss for want of prosecution, until the expiration of that time. This was decided by the same Vice-Chancellor, in *Jenkyn* v. *Vaughan* (7 W. R. 151), whose observations on that occasion appear to have received a wider interpretation than his Honour intended. (See "Morgan's Chancery Acts," 841.)

TRUSTEE—INVESTMENT—RAILWAY MORTGAGES.

Mortimore v. *Mortimore*, 7 W. R. 601 (Full Court of Appeal).

This is a case of considerable importance for the guidance of trustees as to the investment of the trust moneys. A testator left real and personal estate upon trust to sell and convert the same, and to invest the proceeds "in the public stocks or funds of Great Britain, or at interest upon Government securities, or upon the security, by way of mortgage, of any freehold, copyhold, or leasehold hereditaments." One of the cestuis que trusts was anxious to invest part of the trust fund on railway mortgages made in conformity with the provisions of the Companies Clauses Consolidation Act, 1845; and also in the purchase of Great Northern Railway Debenture Stock, which, by the company's Act, is made a charge upon the tolls and upon the lands of the company. A special case was accordingly prepared and heard by the full Court, when their Lordships decided that neither of these investments were sanctioned by the trusts of the will.

Two things should be remarked in this case. In the first place, the proposed investment was a new one, not one in which the trustees found the property invested at the time of the death of the testator. A distinction has always been acknowledged by the Court between the duty of trustees as to making fresh investments and their liability for allowing money to remain in investments selected by the testator. In the present case, Lord Justice Knight Bruce said: "If the trustees had found any property at the death of their testator invested in such railway mortgages or debentures, probably the Court would not have considered them guilty of error, so clear and manifest in retaining such an investment, as to visit them with the consequences of a breach of trust. The Court probably would not so consider. I do not say certainly."

In the second place, it should be noticed, that the words in the will were very particular—not "real securities" simply, but "mortgage of freehold, copyhold, and leasehold hereditaments,"—and the Lord Chancellor rested his judgment on this point, observing that the securities in question were not securities by way of mortgage of freehold, copyhold, or leasehold hereditaments, and that the testator clearly pointed out the species of real security on which the investment was to be made. In *Robinson* v. *Robinson* (1 De G. M. & G. 261), the Lord Justices held that the words "real securities," included turnpike bonds, and although that was a case in which the trustees found the money so invested at the death of the testator, yet it appears still to leave the question doubtful whether, under the simple words "real securities," trustees would be held guilty of a breach of trust, in investing in such securities as turnpike bonds or railway mortgages or debentures. However, there can be no doubt that trustees would run a great risk in doing so. (See "Hill on Trustees," 379.)

INFANCY—MISREPRESENTATION AS TO AGE.

Nelson v. *Stocker*, 7 W. R., L. J., 603.

It is well established that, if an infant goes into the world and deals as if he were of age, he is committing a fraud, which may be relieved against in a court of equity; but it must be shown that he actually made a false representation upon the subject of his age. It is not sufficient that he should have remained silent, and let people suppose that he was of age. The law on that subject was ably discussed by *Knight Bruce*, L.J., when Vice-Chancellor, in *Stikeman* v. *Dawson* (1 De G. & S. 90). The present case goes further, and decides that there must also be evidence that the persons contracting with the infant were actually deceived upon the subject. The case was one in which a young man, not quite eighteen years of age, executed a settlement on his marriage with a woman several years his senior. There was no doubt that he had stated to the lady's solicitor that he was of age; but the Lords Justices considered, not only that there was no evidence that the lady was deceived by his representation, but, on the contrary, that there was every probability that she was well aware of the fact that he was under age. The Court accordingly relieved him from a covenant contained in the marriage settlement, by which he had bound himself to settle a sum of money on the wife's issue by a former marriage.

Notes on Recent Cases at Common Law.

(by JAMES STEPHEN, Esq., *Barrister-at-Law, Editor of "Lush's Common Law Practice," &c., &c.*)

CRIMINAL LAW—PAWNBROKER'S TICKET, THE SUBJECT OF LARCENY.

Reg. v. *Morrison*, 7 W. R., C. C. R., 554.

In this case, which was stated for the opinion of the Court by *Martin*, B., the question was, whether a pawnbroker's ticket in the usual form is the subject of larceny, and if so, how it ought to be described in the indictment. With regard to the first of these questions, the Court held that such an instrument is a "warrant for the delivery of goods," within the meaning of 7 & 8 Geo. 4, c. 29, s. 5, which makes the stealing thereof felony of the same nature and in the same degree, and punishable in the same manner, as if the stealing had been a chattel of the like value with the deposit to which such ticket relates, or with the value of the goods or other valuable thing mentioned therein—such a "warrant for the delivery of goods" being by the same section declared to be included, together with a number of other instruments therein specified, under the words, "valuable security." This opinion the Court supported against the argument, that the "warrant" intended in the above provision referred to such instruments only as contain a direction from one person to another person to deliver or transfer goods, which requirement is not satisfied by the terms in which pawnbrokers' tickets run. And they referred in support of this view to the Pawnbroker's Act, 39 & 40 Geo. 4, c. 99, s. 15.

As to the second point, the Court held that the instrument might, with equal propriety, be described as above, or simply as a pawnbroker's ticket, or as a piece of paper; for, said they, such an instrument does not fall within the rule of the common law, excluding (among other things) documents which concern mere choses in action from being the subject of larcenies; and this, because the thing represented or returned to by a pawnbroker's ticket is personal property which may be stolen, and not a mere right of contract,—such as a bond bill or promissory note, which at common law are held to be goods, in respect whereof larceny could not be committed. And, again, in the

case of a pawnbroker's ticket, the goods referred to are in fact in the possession of the pawnor, subject only to the lien of the pawnee. The Court also referred with approbation to the case of *The Queen* v. *Boulton* (3 Cox, Cr. Ca. 578), where it was held that a *railway ticket*, in the usual form, was a chattel, and might be the subject of an indictment for obtaining goods under false pretences. *Reg.* v. *Morrison* should be added to those collected on the above-mentioned provision in 7 & 8 Geo. 4.—and on some earlier statutes, with the same general object, though conceived in narrower terms,—in "Russell on Crimes," by Greaves (bk. iv. ch. 9, s. 2).

LAW OF INSURANCE.—EFFECT OF THE BANKRUPTCY OF THE ASSURED.

Jackson v. *Foster*, 7 W. R., Exch. C., 578.

Of this case, when judgment therein was given in the Queen's Bench, in which court the action was commenced, an account has already been given;* and it will be remembered that the point which arose for discussion was the effect of the bankruptcy of the assured previously to his committing suicide, and thereby, so far as his personal representatives were concerned, losing all interest in the policy, according to its conditions. It was held that the clause in the policy, which, notwithstanding the suicide of the assured, preserves the policy alive to the extent of any interest bonâ fide acquired therein by a third party, did not apply to the case of an assignment by *act of law*, so as to give the assignees in bankruptcy any interest. This judgment has now been affirmed by the Exchequer Chamber. The Court did not even call on the respondent to support the judgment; but dwelt mainly on the circumstance that assignees, who acquire an interest in an estate by operation of law, are not "third parties" within the meaning of the exception to the condition, but represent the assured himself, taking his estate merely for the purpose of distributing it among his creditors.

ATTORNEY CEASING TO PRACTISE.—RENEWAL OF CERTIFICATE.

Ex parte Leah, 7 W. R., B. C., 579.

Before the Attorneys Act of 6 & 7 Vict. c. 73, if an attorney neglected to take out his annual certificate for a year, his admission as an attorney became null and void; though the Court had power, on application, to *re-admit him*, on payment of the duty and of a penalty, and on such other terms as they thought fit to impose. But, by 6 & 7 Vict. c. 73, s. 25, a neglect to procure an annual certificate only precludes the registrar from issuing one to the defaulter subsequently, without an order from the Court or judge. This order may be on such terms and conditions as may be thought fit, and these depend upon the special circumstances of each application. In the present case, the attorney, after taking out his certificate for twenty-seven years, ceased to practise as an attorney eighteen years ago; since when he had managed certain trusts with the assistance of a solicitor, and now produced testimonials from another attorney in practice, with regard to the present qualifications of the applicant. Hill, J., however, refused to order the officer to issue a certificate without the applicant's being re-examined; a condition which, to a gentleman far advanced in life, must be very unpalatable, if not equivalent to a total rejection of his request. It may be observed that there is a case in 7 Dowl. 622 (*Ex parte Brabant*) in which, under circumstances very similar to the present, Mr. Justice Williams granted the application without insisting on such a condition, on the ground of the strength of the affidavit of the applicant's then employer (himself an attorney, to whom the applicant had been acting as managing clerk) with regard to his legal qualifications. The affidavit itself, however, is not set forth or abstracted in the report, so that there are no means of ascertaining whether it was stronger than the one used in the present case. (See "Chitty's Act," by Prentice, Introd. c. vi.)

TESTIMONIAL TO A BARRISTER.—A massive silver inkstand, of unique design, surmounted by a figure of "Justice," has been finished by Messrs. Widowson, of the Strand, where it is now on view, for presentation, with an Indian inlaid escritoire, inscribed "Gratitude's trifle, from Captain Lees, of the *Senator*, and his friends, to F. S. Flood, Esq., of the Temple and Midland Circuit, barrister-at-law, to acknowledge his energetic, continuous, and gratuitous exertions, which were crowned with success, in rescuing an innocent man from an unjust prosecution, entirely conducted, at St. Helena, 1858-9."

* Vide sup. p. 741.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, July 29.

ADMIRALTY COURT.

TRIAL BY JURY (SCOTLAND) ACT AMENDMENT BILL.

COURT OF PROBATE (ACQUISITION OF SITE).

CRIMINAL JUSTICE MIDDLESEX (ASSISTANT-JUDGE) BILL.

These Bills passed through committee.

Monday, Aug. 1.

DIVORCE COURT BILL.

Upon the report of amendments on this Bill,

The LORD CHANCELLOR moved the insertion, in clause 2, of words, providing that the judges should by a rota, or such other means as to them should seem expedient, make provision for a full Court, at all times appointed for its sitting.

The amendment was agreed to.

From clause 4

The LORD CHANCELLOR moved the omission of the words extending the operation of the Divorce Act to the colonies and dependencies of the Crown.

Lord KINGSDOWN expressed his approval of the amendment. As the clause stood, it would have the effect of extending the matrimonial law of England to the inhabitants of India and all our colonies, whatever their religion might be—Mahomedans, Hindoos, or Parsees—without the slightest regard to their own laws on the subject.

After a few words from Lord REDESDALE,

The amendment was agreed to.

Lord REDESDALE then proposed an amendment on clause 5, with the view of limiting the power of the Court to sit with closed doors to suits of nullity of marriage.

The LORD CHANCELLOR hoped, after the ample discussion which this matter had undergone on a former evening, that the noble Lord would not press the amendment.

Lord CRANWORTH thought it would be unwise to tie up the hands of the judge in cases where his discretion could most usefully be employed. In cases of cruelty, the acts complained of were frequently of a gross and revolting character, and it was now required that an injured wife seeking relief should only obtain it as the price of proclaiming her misfortunes to the hearing of a crowded court.

Their Lordships divided on the question that the clause as amended stand part of the Bill.

Contents	24
Non-Contents	11
Majority	13

The clause was then agreed to, and the Bill was ordered to be read a third time.

ADMIRALTY COURT BILL.

TRIAL BY JURY (SCOTLAND) ACT AMENDMENT BILL.

THE CRIMINAL JUSTICE MIDDLESEX (ASSISTANT-JUDGE) BILL.

These Bills were read a third time and passed.

Thursday, Aug. 4.

COURT OF PROBATE, &c. (ACQUISITION OF SITE) BILL.

This Bill was read a second time.

IMPRISONMENT FOR SMALL DEBTS BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, explained that its principal object was to limit the power possessed by County Court Judges of committing for contempt to cases in which debtors had obtained credit by false pretences, by means of fraud, or breach of trust, or had contracted the debt without reasonable expectation of being able to pay, or had fraudulently made away with their property, or, being in possession of sufficient means, had refused or neglected to pay. There was also a clause limiting the time of imprisonment under one judgment to eighty days; but this point required great consideration, and he should not be inclined to press the clause on the present occasion.

After a few words from Lord CRANWORTH,

The Bill was read a second time.

HOUSE OF COMMONS.

Monday, Aug. 1.

VEXATIOUS INDICTMENTS BILL.

This Bill was read a third time and passed.

LAW ASCERTAINMENT FACILITIES BILL.

This Bill passed through committee.

ATTORNEYS AND SOLICITORS BILL.

This Bill was read a second time.

SETTLED ESTATES ACT (1856) AMENDMENT BILL.

Mr. WHITESIDE, in moving the second reading, explained that the Bill was to repeal a clause introduced into an Act at the request of the metropolitan members, to prevent Sir T. M. Wilson being ever heard in a court of justice. Sir T. Wilson had no more intention to enclose Hampstead-heath than to enclose the moon. He was prevented by law from doing so, and the fact was that this indefensible clause was introduced because persons owning house property in the neighbourhood, under the pretence of advocating popular rights, wished to prevent other houses being built within sight of their own. All he could say was that the clause was a disgrace to the House, and if preserved he would advise gentlemen to live as far as possible from the power of the metropolitan members.

The ATTORNEY-GENERAL said that Sir T. Wilson was precluded by the will of his predecessor from building on Hampstead-heath. He had applied to Parliment for powers, and that application had been refused. He could apply again to Parliament, but Parliament thought it unseemly that by application to the Court of Chancery Sir T. Wilson should be enabled to reverse a decision which had been arrived at after mature deliberation.

On the motion of Sir M. PETO the debate on the Bill was adjourned.

Wednesday, Aug. 3.

LAW OF PROPERTY AND TRUSTEES RELIEF AMENDMENT BILL.

This Bill passed through committee.

Thursday, Aug. 4.

PROBATE AND LETTERS OF ADMINISTRATION (IRELAND) BILL.

This Bill passed through committee.

DIVORCE COURT BILL.

The ATTORNEY-GENERAL said, that the 4th clause of the Bill, which extended its operation to Ireland, did not form part of the measure in its original shape, and had been introduced into it at the suggestion and with the almost unanimous concurrence of the noble Lords who represented that country in the other branch of the Legislature. The next clause gave the judge of the court a discretion to sit with closed doors in those cases in which public decency seemed to him to render the adoption of such a course expedient, while there was a subsequent provision so extending the power of the Court, as to render it competent to interfere for the protection of the children of persons seeking for a dissolution of marriage, as well before as after the decree for such dissolution was pronounced. The remaining clause of the Bill had for its object the providing of still greater safeguards against collusion than at present existed.

Mr. HENNESSY moved that the Bill be read a second time that day three months.

Colonel DUNNE seconded the amendment, believing that the Bill was contrary to the feelings of all classes in Ireland.

Mr. MALINS had anticipated that great public evils would arise from passing the Act constituting the Court, and experience justified his anticipations. When they saw, day after day, that marriages were dissolved quicker than they were solemnised, they might well look with alarm at the institutionof the Court. It would, however, be exceedingly wrong of the House, unless they were prepared to repeal the Act, to put any obstacle in the way of passing the clauses of this Bill, increasing the number of judges who might sit in the full Court.

In reply to Mr. ESMOND,

Mr. CARDWELL repeated that he was willing to give an assurance that the Government would not advocate the clause in committee for extending the Bill to Ireland.

Mr. WHITESIDE appealed to his hon. friend not to divide the House but blamed the Government for bringing forward the Bill in its present shape. If the 1st and 2nd clauses only had appeared, there would have been no opposition.

Mr. HENNESSY said, he must divide.

The House then divided; the numbers were,—

For the second reading	118
Against it	13
Majority for second reading	—105

The Bill was then read a second time.

SETTLED ESTATES ACT (1856) AMENDMENT BILL.

The adjourned debate on the second reading of this Bill was resumed by

Mr. BYNG, who moved that the Bill should be read a second time that day three months.

Mr. WHITESIDE was willing to consent to the insertion of any clause which might be proposed to prevent Sir T. B. Wilson interfering with Hampstead Heath.

Lord FERMOY opposed the Bill upon the ground that it was an attempt to do by a side wind what the House of Lords had four times, and that House three times, refused to allow. The effect of the introduction of such a clause as that suggested by the right hon. gentleman would only be to undo all that was done by the previous part of the Bill.

The House divided. The numbers were,—

For the second reading	36
Against	68
Majority against the Bill	—32

The Bill was therefore lost.

ELECTION PETITIONS.

The following petitions are referred to select committees:—Beverley, Huddersfield, Kingston-upon-Hull, and Preston.

Select committees have reported on the following—Ashburton: Mr. Astell confirmed in his seat. Aylesbury: Mr. T. T. Bernard and Mr. S. G. Smith seated, and Mr. Wentworth unseated. Bury: Right Hon. F. Peel confirmed in his seat. Cheltenham. Colonel Berkeley confirmed in his seat. Dartmouth: Mr. Schenley unseated. Gloucester: Mr. Price and Mr. Monk unseated. Limerick City: Major Gavin confirmed in his seat. Maidstone: Mr. Buxton and Mr. Lee confirmed in their seats. North Leicestershire: Lord John Manners and Mr. Hartopp confirmed in their seats. Norwich: Lord Bury and Mr. Schneider unseated. Wakefield: Mr. W. H. Leatham unseated.

Select committees not as yet appointed for the following:—Weymouth and Melcombe Regis, Carlisle, Barnstaple, Roscommon, Great Yarmouth, Newry, King's County, Chatham, Dover, Carlow, Dundalk, Clare, Lyme Regis, Peterborough, Athlone, and Norwich.

Election petitions withdrawn:—Athlone, Berwick-upon-Tweed, Bodmin, Bridgewater, Frome, West Kent, Kidderminster, Kingston-upon-Hull, Merionethsire, Pontefract, Sandwich, New Windsor, and Great Yarmouth.

NEW WRITS.

New writs have been issued for Dartmouth in the room of Mr. Schenley, unseated; for Taunton, in the room of Mr. Labouchere, who had accepted the office of steward of the Chiltern Hundreds; and also for Devonport, in the room of Sir Erskine Perry, who had accepted the office of one of the members of the council for India.

ROYAL COMMISSIONS.—From the 1st of January, 1858, up to the present date, eight Royal Commissions have been issued under the Great Seal, one from the office of the Secretary of State, and two in matters relating to Scotland. The following is a list of the English Royal Commissions:—1. For inquiring into the law regulating the payment of prosecutors, witnesses, and other persons in criminal proceedings, and also the payment of the expenses of holding coroners' inquests. 2. For inquiring into the best means of manning the navy. 3. For inquiring into the present state of popular education in England. 4. For inquiring as to the best means of abolishing turnpike tolls and tollbars within six miles of Charing-cross. 5. For inquiring into the state of municipal affairs in the borough of Belfast. 6. To complete an inquiry in the terms recommended in the report of the select committee of the House of Commons on harbours of refuge. 7. For inquiring into the expediency of bringing together in one place all the superior courts of law and equity, and into the existing means of providing sites and erecting suitable buildings. 8. For inquiring into the civil, municipal, and ecclesiastical laws now in force in the island of Jersey, the constitution of the tribunals by which they are administered, the state of the prisons, and the administration of the public charities in the said island; and 9. Commission to inquire into the condition and management of lights, buoys, and beacons on the coasts of the United Kingdom.

REFORMATORIES.—A return yesterday issued, shows that there are in England 45 Protestant and 4 Popish reformatories, and in Scotland 26 reformatories. 3,294 boys and girls can be "accommodated" in the English, and 950 in the Scottish reformatories. The number actually accommodated was, in England, 2,343, and in Scotland 878 boys and girls.

Communications, Correspondence, and Extracts.

REGISTRATION OF DEEDS IN UPPER CANADA.

To the Editor of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

SIR,—Having passed the last two years in Canada West, I have thought some notice of the system of registration of deeds affecting real property in that colony might be of interest to your readers.

English law was first introduced into Western Canada in 1763, by right of conquest, when the sovereignty of Great Britain was acknowledged by treaty at Paris; and in the year 1792 an Act of the Legislature of Upper Canada expressly enacted, "that, in all matters of controversy relative to property and civil rights, the laws of England, as they stood on the 15th of October, 1792, should be the rule for the decision of the same," with certain exceptions, the principal of which were, the Poor-laws, and those relating to bankrupts. Consequently, Upper Canada may be said to be subject to the Common and Statute Law of England, as they stood in 1792, varied by the Acts of the Canadian Legislature since.

Most of the statutory changes in the Real Property Law of England have been copied by the Canadian Legislature; but some such as the Dower Act, have been omitted, whilst other changes, such as the Abolition of the Right of Primogeniture, have been made peculiar to the colony.

A system of Registration of Deeds and Wills was adopted at a very early period of the settlement of the upper province, by a statute of its first Parliament, passed in 1795, which has been amended by several subsequent enactments. This registration extends to all deeds and conveyances, and all wills and devises in writing, whereby any lands may be effected at law or in equity. It is done by leaving with the registrar of the county in which the lands are situated, a memorial under the hand and seal of a grantor or grantee, or the representatives of one of them, attested by two witnesses, one of whom must be a witness to, and prove the execution of, the instrument to be registered as well as the memorial. Registration is not essential to the validity of an instrument, but requisite to ensure its priority, as in Middlesex.

The form of memorial is similar to that used in Middlesex, but the mode in which the indices to the register are kept is materially different, search being made by the lands instead of the names of owners. As colonisation has extended, the whole of Upper Canada has been surveyed and divided into counties, the counties into townships, and the townships into lots varying from fifty to two hundred acres each, such being the ordinary size of farms.

Towns and villages have been laid out in smaller allotments, partly by the Government on the first allocation of the land, partly by private individuals as a speculative mode of obtaining higher prices for their lands. Separate plans of towns and villages, showing the subdivision into separate lots, are required to be filed in the registry offices.

All lands in Upper Canada, now in the hands of private individuals, have been originally granted by the Crown in fee simple, and the descriptions in the Crown grants refer to the lots laid out upon surveys made by the Government surveyors. These lots, mostly of rectangular shape, are laid out in parallel ranges called "concessions," and are numbered in regular order, with allowances for high roads or occupation roads intervening. Thus, in ordinary cases, the number of the lot, the number of the concession, and the name of the township, will enable a stranger, by reference to the map, to ascertain the situation and boundaries of the property without further description. To prevent mistake, it may be desirable to give the abuttals of the property, but such are frequently omitted in deeds, and no more lengthy description is inserted than such as the following:—"The west half of Lot No. 8, in the 4th concession of the township of Albion, in the county of Peel, containing 100 acres."

The registrar's indices are kept by reference to the numbers of the lots, so that a person desirous of searching the register looks to the index for the number and concession of the lot respecting which he is making search, and against it if he finds the numbers of the several memorials registered to affect the property. By means of these numbers he can readily turn to the transcript of the memorials in the registrar's books, or inspect the original memorials themselves.

There are many points in which the Canadian registry might be greatly improved, as for instance, by insisting that in all cases of subdivision a plan should be deposited, but no person who has had practical experience of the Canadian system, of an index of lands, will ever wish to recur to such an index of names as that used in England in Middlesex and York. Canadians used to their own register, and comparatively easy search, must look with wonder on Englishmen searching for memorials through the voluminous indices in Middlesex in the Manner of Smith on Cubitt.

The register in Canada (and, I believe, all over the United States also) is simply a register of *deeds*, &c., and not of *title*. It does not afford any evidence of the descent of lands, and there is not at present any proper system of registration of births, deaths, or marriages, in the colony. Equitable rights, also, such as mortgages by the deposit of title deeds, may affect lands, and may not appear on the register, and have sometimes been the occasion of litigation and injury to innocent purchasers. There are, however, at present but few such interests and much less of equitable dealing with real property in Canada than in England.

The establishment of a Court of Chancery is of recent date, and the principles of equity are little understood by the people at large; so that fewer cases of defective title have been instigated than might have been expected from the very loose way in which conveyancing business is frequently conducted. Conveyancing in Canada is not, as in England, confined to the hands of professional men; but the preparation of deeds, and the investigation of titles, are not unfrequently undertaken by country shop-keepers, or men with even less pretensions to legal knowledge or acquirements. Consequently, it is not surprising that many grievous errors should be found upon titles being looked into by competent persons, and that sufficient cases of defective title are brought before the Courts to warn the public against trusting unskilled conveyancers. Judgments, decrees, and lites pendentes, are now registered to affect lands in each county; and, besides searching the county registry, a prudent purchaser of lands in Canada should make the following searches elsewhere:—1. In the sheriff's office of the county where the lands are situate for sales of land for taxes, and for executions against lands. 2. In the county treasurer's office, for arrears of taxes due. 3. In the office of the Queen's Bench, at Toronto, for Crown debts. He should also ascertain whether any wives or widows of any previous owners of the property are in existence, who may not have joined in barring dower, for the English reforms in the law of dower have not been adopted in the provinces. This is the more necessary, as in former times a notion prevailed that the wife was not dowable of wild land, and some notable instances of hardship have occurred, from widows enforcing their rights after a lapse of many years against lands which have become valuable by being improved or built upon.

The position of Canada as a new country, where nearly all the land has been granted by the Crown within half a century, and probably the larger portion within twenty years—with her universal tenure in fee simple—with regularly-shaped settlements, granted from modern surveys of her surface—with a small and scattered population—is far from parallel to that of England, with centuries of legal memory—with her varied tenures, her irregularly-shaped inclosures and subdivisions, and her family settlements; but my experience of both countries leads me to the opinion, that the adoption of a judicious and inexpensive system of registration of the *title* will prove, in the end, be of real benefit to both.

Before concluding, I must allude to the simple provision made by statute in Canada for the discharge of paid-off mortgages, viz. by entry in the registry of a simple certificate, signed by the mortgagee, or his representative, of the discharge of the mortgage debt and costs, referring to the number and date of the mortgage, as originally registered. Upon this being delivered to the registrar, duly authenticated by affidavit of execution, he makes an entry of it across the register of the original mortgage, so that any person searching can see at once that the incumbrance has been discharged; and such discharge operates under the Act to revest the estate in the original mortgagor, or the party then entitled to the equity of redemption.

Your obedient servant,
ROBERT WAGER TAYLOR.

Boughton, near Chester, July 30, 1859.

THE EXAMINATION OF ARTICLED CLERKS.

To the Editor of THE SOLICITORS' JOURNAL & WEEKLY REPORTER.

SIR,—On the subject of the examination of Articled Clerks, I need hardly say how entirely I agree with your correspondent "Hilary Term." I think that, as the Bill suggested by

the Lord Chancellor for the amendment of the Act regulating the admission of attorneys and solicitors will most probably become law, there could not be a better opportunity for the articled clerks to petition for an amendment as to the length of time allowed for the examination, by asking for the extension of it from one to two days. If your correspondent should feel disposed to draw up a petition, I shall only be too happy to render him what assistance I can towards getting brother articled clerks to allow their signatures to be attached to it. If he should so feel inclined, a plan could easily be devised for getting the petition signed without the necessity and expense of having it forwarded to each articled clerk for his signature. Being a member of a Law Students' Society, I think I should be able to procure a number of signatures.

I enclose my card and address, and am, Sir, yours obediently,

ALPHA.

THE JURY SYSTEM IN INDIA.

(From the *Madras Athenæum*)

Considerable excitement, indeed we might say indignation, has been aroused in Madras by a most serious imputation which his Excellency has cast upon the petit jurors of this presidency. In fact, the words which Sir Charles Trevelyan has written and published would, had they been written and published by a private individual, have rendered their author liable to a criminal information for a libel upon the administration of justice. In order that the matter may be clearly understood it is necessary to enter into some particulars. At the last Criminal Sessions a European subordinate in the Public Works Department was tried for the manslaughter of a native. He was acquitted. Some time ago two railway engineers were charged with having caused the death of a native. They also were acquitted. Once or twice there have also appeared stray paragraphs in some of the Calcutta papers stating that, in consequence of the acquittal of a European charged with causing the death of a native, ill feeling had been excited, among that portion of the community. These two cases, and this bit of hearsay, were brought to the notice of the Governor by the Advocate-General, Mr. T. S. Smyth, and, with absolutely nothing else before him (so far at least as appears from the papers), his Excellency penned the following sweeping condemnation of the petit jurors of Madras and Calcutta:—"It is a painful but undoubted fact that, however obvious the guilt of an Englishman may be, justice is not to be expected in cases of this description from an ordinary Calcutta or Madras jury, composed of Europeans and East Indians." All the jurymen are up in arms, and have called on the sheriff to convene a meeting at which they intend to protest against the charges brought against them by Sir Charles Trevelyan. Strongly as all parties resent these charges there is one point connected with them which has given satisfaction; we allude to the fact that as soon as made they were published. Unlike Lord Harris, who slandered the jury system in secret, our present ruler openly avows his sentiments, and all feel that they have a straightforward English gentleman to deal with. It only remains to add that the judges of the Supreme Court have consented to an alteration of the jury rules, the effect of which will be, that a prisoner cannot, by exercising his right of peremptory challenge, exhaust the native panel, so that in future natives will form a portion of the jury on the trial of an Englishman. Hitherto the prisoner by his right of challenge might get rid of all the native jurors, a state of things which it is possible may have excited unpleasant feelings among the native community, and to the abolition of which no reasonable man can object.

The Law of Attorney or Solicitor and Client.

(By J. NAPIER HIGGINS, Esq., *Barrister-at-Law.*)

II.

PROCEEDINGS BEFORE JUDICIAL TRIBUNALS.

(*Continued from page 744.*)

Retainer by a Partner.—A partner has a right to retain an attorney to sue a debtor of the firm; but it may be doubted whether he has an implied authority to retain one to appear and defend an action for himself and co-partners, and he has certainly no authority to consent to judgment against the co-partnership under a judge's order, *Hambridge* v. *De la Crouée* (16 L. J. C. P. 85)—nor, unless he has express or implied authority for that purpose, to submit to arbitration a partnership demand, so as to bind his co-partners, *Stead* v. *Salt* (3 Bing. 101); *Adams* v. *Bankart* (5 Tyr. 425).

Retainer in Bankruptcy.—It appears to be doubtful whether the managing clerk of an official assignee in bankruptcy could give instructions to file a bill on behalf of his employer, so as to bind him, even though there were evidence to show that the managing clerk had a general authority to do so; *Re Manby* (3 Jur., N.S., 240). In *Ex parte Coates* (3 Deac. & Ch. 626), a firm of solicitors sued out a commission as solicitors to the petitioning creditor, and the assignees afterwards appointed another person to act as solicitor, but it having been agreed between him and the firm originally employed, with the privity and acquiescence of the assignees, that both should jointly act as solicitors, and share the profits, it was held by the Court of Review that there had been a joint retainer by the assignees.

Retainer by Trustee, or Cestui que Trust.—A retainer by a trustee, or one of several cestui que trusts, for the purposes, or in the matter of the trust, cannot be considered a retainer by each of the other cestui que trusts, so as to give a right of action against them, or a lien upon their shares of the trust estate, for the attorney's costs in relation to the trust; *Hall* v. *Laver* (1 Hare, 577); and the rule is the same where the trust fund is not administered in court; *Worrall* v. *Harford* (8 Ves. 4). A solicitor is not justified in instituting a suit in the name of a trustee, on the authority of a cestui que trust, without the authority of the trustee; *Crosley* v. *Crowther* (9 Ha. 386); *Allen* v. *Bone* (4 Beav. 493).

Retainer by Corporations and Public Companies.—The retainer or appointment of an attorney by a municipal corporation must be under its common seal; *Arnold* v. *The Mayor, &c., of Poole* (5 Scott, N. R., 741). The corporation of London is an exception to this rule, as it appoints an attorney without seal, but it is a matter of record; *Mayor of Thetford's case* (1 Salk. 192; 3 Salk. 103; 2 Lord Raym. 848; Holt, 171). Holt, C.J., thus explains why such appointment by the city of London is binding:—"Though a corporation," said his Lordship, "cannot do an act in pais without their common seal, yet they may do an act *upon record*, and that is the case of the city of London every year, who appoint an attorney by warrant of attorney in this court, without either sealing or signing; and the reason is, because they are estopped by the record to say it is not their act." The case already cited, of *Arnold* v. *The Mayor, &c., of Poole*, decided that an attorney, town clerk of a municipal borough, duly appointed under seal, who acted also as attorney of the corporation in various suits, could not recover his costs from the corporation, there being no appointment of him as attorney under seal, although his proceedings were directed and acknowledged by the resolution of the town council. But where a railway company was empowered by Act of Parliament to appoint and displace any of the officers, the Court of Queen's Bench has held that the appointment of an attorney to the company need not be under seal; and in *Fairlie* v. *The Eastern Counties Railway Company* (2 Exch. 344), a submission to arbitration by the defendants' attorney was held binding on the defendants, although the attorney had no authority under seal to defend or refer the cause; but this ruling was in favour of the plaintiff, and does not affect the question between attorney and client. "Parties suing a corporation," said *Alderson*, B., "would be grievously injured if they were obliged in all cases to inquire whether the attorney for the corporation was authorised under seal." See also *Rex* v. *The City of Chester* (2 Shaw. 366; 1 Skin. 154.)

Retainer on behalf of persons not sui juris, or labouring under disability.—Infants and lunatics, or persons of unsound mind, are unable to appoint an attorney. In order to take proceedings in court by way of defence on behalf of an infant, the retainer should be by the infant's guardian, where he has one; but any person may commence a suit as next friend of an infant; *Harrison* v. *Harrison* (3 Beav. 130.) For Practice at Common Law as to actions by or against infants, see 2 Archb. Pract. (ed. 1850), 1,166, 1,169.

Where two suits were instituted on behalf of infants, and it was found to be most for their benefit to prosecute the second, though the first was properly instituted, yet it was dismissed upon an interlocutory application, because the next friend appeared to be a nominee of the solicitor, and a mere stranger; *Sarten* v. *Bartholomew* (8 Beav. 143). Lord Langdale there said, "There are great complaints in this suit, of the bill being filed by a stranger. I must, however, say, that if it is proper for the protection of the infants to institute a suit, such suit is not, on that ground alone, to be found fault with, nor is a party on that account to be charged with the costs, if it should turn out upon inquiry that the suit is for the benefit of the infants. On the other hand, if a bill be filed by the nearest relative of an infant, and it turns out that it was filed not for their benefit, but for the private interest or purposes of the next friend, such a party would be charged with the costs of the suit. The question is not, whether there was authority from the father of

the infant to file this bill, but whether a mere stranger has filed this bill, without regard to the interest of the infants, and for his own purposes." It is, therefore, always a risk for a solicitor to file a bill on behalf of an infant, by a next friend who is nominated by the solicitor, and not by the relatives of the infant, unless the suit be clearly for the benefit of the latter; and see *Sale* v. *Sale* (1 Beav. 587); *Guy* v. *Guy* (2 Beav. 460); *Nalder* v. *Hawkins* (2 Myl. & Ke. 243).

In a case where the mother of an infant employed a solicitor to prosecute a suit on behalf of the infant, and the person first named as next friend in the cause having died, the mother discharged the solicitor, and afterwards he amended the bill, and named a new next friend, without the mother's sanction, Sir J. Wigram, V.C., ordered, that on payment by the mother to the next friend of the costs incurred by him in the suit, he should be removed, and another appointed; and his Honour ordered the solicitor to pay the costs of the application and of the new appointment; *Lander* v. *Ingersoll* (4 Hare, 596). The ground of his Honour's decision was, that the mother of the infant, and not the infant or next friend, was the real client.

An infant is entitled, upon his coming of age, to repudiate or to decline going on with a suit instituted on his behalf during his minority; and, so far as the rights of the solicitor acting on behalf of such infant are concerned, the repudiation relates back to the commencement of the suit; *Dunn* v. *Dunn* (3 W. R. 199). But see *Mandeno* v. *Mandeno* (1 Kay, App. II.)

In the case of lunatics, the committee appointed by the Court of Chancery ought to give the retainer. In courts of common law, leave may be obtained on behalf of both these classes of persons, either to commence or carry on proceedings at law.

A married woman is also said to be incapable of appointing an attorney; *Oulds* v. *Sanson* (3 Taunt. 261); but where a married woman with separate estate gives a retainer in respect of part, and the instructions emanate from herself as distinguished from her husband, the retainer binds for the purpose of paying the attorney's bill of costs, not only that part of her separate estate in relation to which the business was done, but the whole of her separate estate; *Bolden* v. *Nicholay* (3 Jur., N.S., 884).

Determination of Retainer.—An authority to prosecute a suit continues ordinarily until judgment is obtained and satisfied; a retainer is generally determined by the termination of the suit or action, and under certain circumstances at the mere will of the client, and always by his death; *Whitehead* v. *Lord* (7 Exch. 691; 2 Inst. 378; 1 Rol. 291, l. 10); *Payne* v. *Chester* (1 Rol. 295); *Brackenbury* v. *Pell* (12 East, 588); *Blancheray* v. *Burt* (4 Q. B. 707); *Bevins* v. *Hulme* (15 M. & W. 96). It was for a long period an unsettled question whether an attorney who had once accepted a retainer, and acted in the conduct of a suit, had the power, at his own will, to determine the relation between him and his client. In *Mandamus al Viscount de Nottingham* (1 Sid. 31), Foster, C.J., and Twisden, J., were of opinion that he had not the power, under any circumstances. The principle of this rule was, that when a client employs an attorney to conduct a suit, it is an entire contract to carry on the suit to its termination; that it was against the policy of the law to permit the attorney to recover pro ratâ; also, perhaps, because the services of the attorney might become of no value, upon his abandonment of the suit. The case of *Van Sandau* v. *Browne* (9 Bing. 402), imported an important qualification into the rule. It was there held that an attorney is not compelled to proceed to the end of a suit, in order to be entitled to his costs, but may, *upon reasonable cause and notice*, abandon the conduct of the suit and recover his costs for the period during which he was employed.

In *Harris* v. *Osbourn* (2 Bing' 629), all the learned judges who decided that case appeared to consider that reasonable notice was sufficient to determine the contract. "In ancient times," said Parke, B., "it was considered as an entire contract, of which the attorney could not divest himself by any means; but, in consequence of the increased expenses of modern times, the rule has been varied, and the attorney is at liberty to determine the contract on reasonable notice." From the preceding cases, however, as well as from *Whitehead* v. *Lord* (7 Exch. 691), and other authorities, it appears that reasonable notice can only be after reasonable cause, as for instance, the refusal of the client to supply his attorney with adequate funds. Without some such cause as this, it is extremely doubtful whether an attorney would be allowed upon any notice to relinquish the conduct of his client's suit, and to proceed against him for the costs incurred previous to such relinquishment. In *Hoby* v. *Built* (3 Ba. & Adol. 350), where reasonable notice of want of funds and of an intention to abandon the suit was not given to the client, it was held that the attorney was still bound to act under the retainer, and remained liable for negligence; and so in *Wadsworth* v. *Marshall* (2 C. & J. 665), Bayley, B., lays it down that the attorney is not entitled arbitrarily to abandon a cause at any stage; but that he may do so if he has good reason, and may afterwards recover the amount of his bill.

In *Nicholls* v. *Wilson* (11 M. & W. 107), Lord Abinger, C.B., was of opinion, that even notice might not be necessary in every case to determine, by the attorney, the relation of attorney and client, "because it is possible to conceive circumstances under which an attorney might be justified in abandoning proceedings without any notice." The judgment of Parke, B., in that case, also contains a dictum to the same effect.

It is somewhat doubtful whether a retainer for a defendant in a suit is determined by judgment against him. In *Lawrence* v. *Harrison* (Styles, 426), Holt, C.J., was of opinion that "it is not so, for the suit is not determined; for the attorney, after the judgment, is liable to be called to say why there should not be execution against the client, and he is trusted to defend his client as far as he can from execution;" and see *Bevins* v. *Hulme* (15 Mee & W. 88). In *Tipping* v. *Johnson*, (2 B. & P. 357), however, Heath, J., decided that the authority of an attorney determines with the judgment, so as to enable a plaintiff to sue out execution by a different attorney from the attorney in the cause, without obtaining an order of the Court for that purpose. But it must be remembered that the rule, that an attorney could not be changed without leave, is for the benefit of the opposite party, so that he may always know on whom to serve process; while the rule which prevents the attorney from withdrawing is intended for the benefit of the client.

Rights of Attorney under Retainer, and subsequent thereto.—A proctor at Doctors' Commons is dominus litis, but an attorney is not: he is merely the agent of the client in the cause; *Thatcher* v. *D'Aguilar* (4 W. R. 149); *Fray* v. *Voules* (7 W. R. 446.) In *Thatcher* v. *D'Aguilar*, however, the Court of Exchequer refused, in the absence of the plaintiff, to make absolute a rule, calling on the plaintiff's attorney to show cause why proceedings should not be stayed, on the ground that they were continued against the client's instructions, though it appeared that the defendant's attorney had received a letter from the plaintiff herself, stating that she had instructed her attorney to withdraw the record, and discontinue all further proceedings.

A retainer of an attorney at an annual salary in lieu of paying costs implies that the relation shall last at least for one year, and the payment of the salary does not depend upon the circumstance whether the party retaining the attorney has required to make use of his services; *Emmens* v. *Elderton* (13 Com. B. 494).

By the 18th of the General Orders of the Court of Chancery, dated the 26th of October, 1842, a party suing or defending by a solicitor shall not be at liberty to change his solicitor in any cause or matter without an order of the Court for that purpose; but it has been decided that the effect of this order is to substitute the solicitor for the six clerks, and not to give the solicitor a right to insist, as against his client, upon acting in the cause until removed by the Court; *Ward* v. *Swift* (6 Hare, 309).

In the same case four plaintiffs instituted an original and two supplemental causes, and three of the same plaintiffs, on a subsequent abatement, filed a supplemental bill by a new solicitor, making the other plaintiff a defendant. He did not object, and also appeared by a new solicitor; and on a petition presented in the four causes, the solicitor in the last supplemental suit, and not the solicitor on the record in the first three causes, was held to be entitled to appear for the plaintiffs.

Where two separate attorneys are retained by the same clients in the same business, the law presumes that the profits of the business are to be divided equally between them, even though the attorneys have delivered separate bills of costs in respect of certain parts of the business which they conducted separately; *Robinson* v. *Anderson* (7 De G. M. & G. 239).

Sir J. Stuart, V.C., has pointed out an important distinction, which is to be observed in cases where a person has been made co-plaintiff without proper authority; in such cases, the co-plaintiff, if he wants to have his name struck out, must apply within a reasonable time after he knows that it has been used, because striking out the name of a co-plaintiff disturbs the whole litigation in a cause, and involves an entire re-adjustment of the pleadings; but his neglect to make such an application does not exonerate the solicitor from liability, nor decide the question at whose peril the litigation is to be allowed to proceed; *Re Manby* (3 Jur., N. S., 260).

A retainer implies a promise to pay all costs rightly and properly incurred upon the retainer; *Murray* v. *Barlee* (4 Sim.

90, 3 Myl. & Ka. 209); *Baldon* v. *Nicholay* (3 Jur., N. S., 884, Ch.); but where a bill has been filed without proper authority, the plaintiff's solicitor has been ordered to pay the costs of the suit, *Wright* v. *Castle* sup., and also of the motion to dismiss the bill, as between solicitor and client; *Allen* v. *Bone* (4 Beav. 493); *Wade* v. *Stanley* (1 Jac. & W. 674); *Wilson* v. *Wilson* (Id. 457); *Atkinson* v. *Abbott* (3 Drew. 251).

Where an attorney has been employed in a cause, and is afterwards discharged by his client, not on the ground of misconduct, the Court will not restrain him from acting for the opposite party, unless it clearly appear that he has obtained information in his former character which it would be prejudicial to the cause of his former client to communicate; *Johnson* v. *Marriott* (2 C. & M. 183).

An attorney or solicitor cannot give up his client and act for the opposite party in any suits between them, *Cholmondeley* v. *Clinton* (19 Ves. 261). But where a solicitor acted for defendants in an amicable suit to obtain the construction of a will, the Court refused to restrain him from acting in a suit by some of the defendants in the former suit against others, it appearing that he had no knowledge which would give him an undue advantage over his opponents; *Robinson* v. *Mullett* (4 Pri. 353).

In *Grissell* v. *Peto* (9 Bing. 1), the Court of Common Pleas refused to restrain the defendant's attorneys from acting in the cause, on the ground that they had obtained a knowledge of the plaintiff's case in the course of a Chancery suit, in which they had been acting in conjunction with the plaintiff, and in which the defendant had no interest; the defendant's attorneys deposing that, in that suit, they acted also for the defendant. Tindal, C.J., however, there intimated that a case of the sort might arise, in which the circumstances might be sufficiently strong to induce the Court to interfere; and his Lordship's judgment appears to have been influenced by a statement of the attorneys, that they had obtained scarcely more information in the suit than would have been furnished by a bill of particulars in the action.

In *Cholmondeley* v. *Clinton* (19 Ves. 273), Lord Eldon raises a doubt whether solicitors in partnership can dissolve their partnership as against a client, who, having employed them both, insist upon the benefit of their united exertions. "What," said his Lordship, "is the situation of the client? If he is not to employ both, he must employ one, or either; if he employs one, the other may, it is said, consider himself let loose, as if discharged from all those obligations which he had undertaken."

Where the holder of a bill of exchange placed it in the hands of an attorney to sue upon it, in the name of another person as nominal plaintiff, who was really trusted by the attorney for the payment of the costs, and regarded by him as his client, it was held by Wilde, J., sitting at Nisi Prius, that the retainer in the action was by the latter person; and that the other, therefore, was not entitled to sue the attorney for negligence in the action; *Mow* v. *Solomon* (1 Fos. & Fin. 342).

Importance of Personal Instructions.—Where an attorney commences proceedings without direct personal instructions from his client, relying upon the representations of a third party, he always does so at his own risk; especially in a case where it is the duty of the attorney to see and confer with his client before suing out the writ; *Gill* v. *Loughen* (1 Tyr. 121).

In no case ought an action or suit to be commenced without communication with, and instructions from, the plaintiff himself. If there are several co-plaintiffs, a retainer by one or more is not a sufficient authority to file a bill for all; *Hood* v. *Phillips* (6 Beav. 176); *Pisner* v. *Knights* (id. 174). In *Hall* v. *Bennett* (2 Sim. & Stu. 78), Sir John Leach, V. C., ordered the solicitor to pay the costs where a bill was filed on instructions furnished by the brother-in-law of the plaintiff, without any communication with the plaintiff himself.

(To be continued.)

The Provinces.

DURHAM.—*Equestrian Judges.*—Mr. Baron Watson and Mr. Justice Hill started at an early hour on Thursday morning, on horseback, for Newcastle, to open the commission. At an early hour every morning, during his stay in Durham, Mr. Baron Watson took long rides into the country.—*Durham Advertiser.*

GLOUCESTER.—*Appointment of Chancellor of the Consistory Court.*—The Lord Bishop of the diocese has conferred upon Charles James Monk, Esq., late M.P., the office of Chancellor of the Consistory Court of Gloucester, vacant by the death of the Rev. Edward Thomas March Phillipps. Mr. Monk has discharged the duties of the office for some time past as the deputy of his predecessor.

LIVERPOOL.—*The Magistracy.*—At the meeting of the Liverpool Town Council on Wednesday, the advisability of appointing a second stipendiary magistrate for the town came under discussion. Mr. Avison moved a resolution affirming the desirability of such an appointment, in accordance with the recommendation of a report from the Law Society, which was read. On the other hand, Mr. Alderman S. Holme contended that the business at present discharged by the borough magistrates gave general satisfaction, and he moved as an amendment, that it was unadvisable at present to make such an appointment as suggested. The amendment was carried.

SHREWSBURY.—*The Shrewsbury Estates.*—The *Chester Chronicle* announces that the control of the Shrewsbury estates has been given up to the Earl of Shrewsbury by Lord Edward Howard's trustees. It is understood, however, that the noble earl takes possession subject to an agreement to render an account of the revenues, should the judgment of the law courts require such a proceeding. This addition to Lord Shrewsbury's annual income will amount to something like £30,000. With reference to the above paragraph, *The Times* has been authorised to state, that Mr. Hope Scott and Mr. Serjeant Bellasis still hold possession of the mansion and demesne of Alton Towers, the subject of the recent unanimous judgment in favour of Lord Shrewsbury in the Court of Common Pleas, and that so far from there being any agreement between the contending parties under which Lord Shrewsbury has been let into receipt of the rents, his Lordship is only in possession of those parts of the estates, the tenants of which have, in spite of advice to the contrary, voluntarily come forward and acknowledged him as their landlord.

Shocking Suicide of a Solicitor.—On Monday morning last great consternation prevailed in Shrewsbury at the news that a member of the corporation, a solicitor, and a gentleman of great wealth and influence, had terminated his existence under circumstances of the most deplorable nature. The deceased, Thomas Jeffreys Badger, Esq., was an alderman of the borough, and the vice-president of the Great Western Railway Company, and resided at Kingsland, on the side of the Severn opposite to Shrewsbury. The unfortunate gentleman, it appeared, had been considered of late to be in an unsound state of mind occasionally. On Wednesday week he attended a meeting of railway directors at the Paddington station, London, and his conduct excited fears that he was suffering from a morbid state of intellect. On Monday morning, at seven o'clock, much to the alarm of Mrs. Badger, the report of fire-arms was heard, and the lady, on proceeding to her husband's dressing-room, found him lying on the floor, the brains being scattered, and the body presenting a dreadful appearance. The shot had entered at the right temple, and caused instant death. Surgical assistance was of no avail. In the afternoon an inquest was held before William Morgan, Esq., deputy coroner, and a verdict of "temporary insanity" was returned by the jury. The deceased was fifty-seven years of age.

Ireland.

DEATH OF JUDGE PLUNKET.—A judgeship in the Court of Bankruptcy has become vacant by the death of the Hon. Patrick Plunket, one of the numerous sons of the late Lord Plunket, who recently expired at Kingstown, in the sixtieth year of his age. He succeeded his colleague, Mr. Magan, but a few weeks, and wanted but a year of service to entitle him to his full retiring pension. The *Freeman* says:—"The Hon. Patrick Plunket was the fifth son of Lord Plunket, and was called to the bar in Trinity term, 1824. While at the bar, he was Crown prosecutor on the Leinster circuit at a very troubled period, and when the lenity of the Crown was sparingly exercised. Mr. Plunket, however, always acted with consideration and clemency, and was regarded by some of his brethren on the circuit as far too mild for the times. In consequence of ill-health, the learned judge, some time before the dissolution of the late Ministry, signified his wish to retire, but the Government refused to accept his resignation, and offered to appoint a *locum tenens*, inasmuch as he would be entitled to only a comparatively small retiring allowance. He accepted the offer, and Mr. De Moleyns was appointed to act for him, in the hope that his restoration to health would eventually enable him to resume his duties."

Scotland.

THE COURT OF SESSION, EDINBURGH.

The Court of Session rose on the 20th July until November. After the Court rose, there were jury trials lasting until 3rd August. The circuits are, as usual, in the end of September and the beginning of October. During the session there have been few cases of importance, and much fewer cases than the average number of former years have been called, so that the profession (except the few who have ten times as much work waiting for them as they can do) complain of want of business.

THE TOBERMORY SEQUESTRATION CASE.—The case of *Gill* v. *Joel* has now been the subject of four or five contradictory judgments in the Scottish Court of Session, having been repeatedly tossed, like a shuttlecock, from Outer House to Inner House, and back again. In the first place, Lord Ordinary Benholme, in October last, found that, from imperfect designation, the sequestration was incompetently awarded, but the judgment, being carried to the Second Division, was set aside, and a record was ordered to be made up of the whole case. The case next came before Lord Ordinary Kinloch, who found that in the circumstances in which Gill was, an English bankrupt making a flying visit to Scotland, and his whole estate and creditors being in England, he was not entitled to obtain sequestration in a Scottish court; but the Second Division reversed this judgment, holding that the late statute, whatever might be its intentions, left them no alternative but to sustain the jurisdiction of the Scottish Courts. The case, therefore, came back to the Outer House to exhaust the other questions involved, and was this time brought before Lord Ordinary Jerviswoode, who last week issued an interlocutor, refusing the petition of Joel for the recall of Gill's sequestration, holding that the designation of the bankrupt was not so defective as to be fatal to the validity of the process, and, in reference to the allegation of fraud, stating that he had been unable to find in the present case facts sufficient to warrant him in holding that a fraud was committed by the bankrupt in applying for sequestration in Scotland.

Review.

Crabb's Complete Series of Precedents in Conveyancing and of Common and Commercial Forms, adapted to the present State of the Law and the Practice of Conveyancing; with copious Prefaces, Observations, and Notes on the several Deeds. Edited by J. T. CHRISTIE, Esq., Barrister-at-Law. The Fifth Edition. By LEONARD SHELFORD, Esq., Barrister-at-Law. In two vols. London: Butterworths.

The name of Mr. Shelford is as good a guarantee as any publisher can give for honest, intelligent, and laborious editorship. Therefore, where the subject of a book is of such a character as to demand all these qualities in a high degree, and is moreover so vast and widely ramified as to render anything like an ordinary review of it impossible, perhaps a reviewer need hardly do more than say what we have said of the editor of the work now before us. It may be expected, however, that we should make some attempt to estimate with what degree of success Mr. Shelford has concluded the onerous task of editing Mr. Crabb's well-known work. The extent of the task may be imagined when the reader learns that the two volumes contain 1,639 pages, treating of a very great variety of subjects; in fact, purporting to give us an epitome of the whole law of conveyancing to the present day. Here are a few, comparatively, of the principal heads:—

Abstracts of title.	Leases.
Assignments.	Mortgages.
Bonds.	Powers of attorney.
Conveyances in trust for creditors.	Purchase deeds.
Conditions of sale.	Releases.
Co-partnership.	Settlements.
Covenants.	Shipping agreements.
Disentailing deeds.	Surrenders.
Grants.	Wills.

Under all these and a great many other heads there are introductory notes, and a selection of precedents intended for the practitioner. Of course, it would be impossible to give, even in two large volumes, complete or elaborate dissertations on the hundred or more extensive and important heads of law which are included in Mr. Crabb's work. The author and the editor of necessity are compelled to condense what they have got to say, so as to be able to include it within reasonable compass, and yet not so as to run the risk of misleading their readers by omitting anything important. It will, therefore, not be a subject of wonder that it required no troublesome search on our parts to discover here and there omissions of reported cases which one would expect to find in treatises devoted altogether to particular heads of law; or that we have sometimes found only a few lines devoted to a topic that might well demand more than as many pages. Thus, the law of voluntary settlements is disposed of in nine lines (p. 1364), while the subject of cross remainders is despatched in three lines. It would, no doubt, be very pleasant and consoling to one who was commencing legal studies to be told that all he need know of cross remainders, for the purpose of drawing a marriage settlement, might be written in two sentences; but, unless we are much mistaken, it would not be correct to say so; and if our young student believed that such was the fact, and acted accordingly, there is every reason to fear he might some day be led into grevious error. We are told (p. 1306) that "as cross remainders cannot be raised by implication upon the construction of a deed, they must be limited in express terms (*Doe d. Cork* v. *Cooper*, 1 East, 229; *Doe* v. *Worsley*, id. 416)." Nothing is said about *Edwards* v. *Alliston* (4 Russ. 78), where Sir J. Leech, Master of the Rolls, made a most important application of this rule, in the case of accruing shares; nor of the more modern case of *Doe* v. *Birkhead* (4 Exch. 110), in which the Court of Exchequer decided in direct opposition to *Edwards* v. *Alliston*. "Indeed" said Pollock, C.B., delivering the judgment of the Court, "the case of *Nevil* v. *Nevil* (Brownl. 152), shows that the rule, when stated as a rule that cross remainders cannot be raised in a deed *by implication*, is not stated in terms sufficiently extensive. They cannot be raised even by express declaration of intention, and of course, therefore, not by implication, which means implied intention. It is essential that there should be apt words of limitation." It is but common justice, however, to Mr. Shelford to add, that upon looking to the section on Remainders in Mr. J. W. Smith's "Compendium of the Law of Real and Personal Property," 1855, no notice is taken of this case of *Doe* v. *Birkhead*, although *Edwards* v. *Alliston* is there cited and assumed to be good law.

We might bring together, from the prefatory notes in the book before us, a great many similar instances of important subjects being thus disposed of in a manner somewhat fragmentary, and to the lawyer not very satisfactory. But we cannot forget that neither the learned author nor either of the successive learned editors had any alternative between the most cursory treatment of the points of law involved in or relating to the collection of precedents, and omitting such notes altogether. To have done anything like justice to the topics thus raised would have required, at least, a dozen volumes of not less size than the two which we now have. We, therefore, take leave of this part of the work, with the remark that, although the notes cannot be relied upon as a complete and compendious guide to the whole body of the existing law of conveyancing; yet, with this caution, they may be found most useful to the student, and also to the practitioner, in putting them on inquiry many times in practice, when, without such timely intimation, they might be led into error by too close an adherence to the mere letter of the Precedents. We may also add, that Mr. Shelford has shown remarkable industry and faithfulness in noting up recent decisions relating, more immediately, to the *practice* of conveyancing. We shall content ourselves with mentioning one or two instances. We find mention made in a note on the Dower Trustee, V.C. Stuart's decision in *Collard* v. *Roe* (6 W. R. 348), a decision which was affirmed on appeal only a few weeks ago. We also notice that Mr. Shelford cites *Mansergh* v. *Campbell*, *Hedges* v. *Harpur*, *Parr* v. *Lovegrove*, *Ridgway* v. *Wharton*, and many other cases, which are of such recent date that he might well be excused for omitting them.

We now turn to a part of the work of which we can speak with unqualified praise. The collection of Precedents contained in these two volumes are all that could be desired. They are particularly well adapted for solicitors, being of a really practical character. They are free from the useless repetitions of common forms, that so much increase the bulk and expense of some collections which we could name. In addition to the ordinary assortment of purchase, mortgage, and other deeds, which are usually to be found in such works, they comprise a great number of other forms that will prove of the utmost utility in every-day practice. Among these may be specified the following—about fifty forms of affidavits, affirmations, and declarations; also a great number of forms of powers of attorney, bought and sold notes and dock warrants; notices incidental to dealings about ships, and dealings between landlord

and tenant, debtor and creditor, co-partners in trade, and lessor and lessee.

Those who are tired of waiting for Mr. Sweet's volumes on Releases and Settlements, can hardly do better than accept what they will find here on those subjects. If the notes on points of law relating to them are not as voluminous as might be desired, or as Mr. Sweet will probably produce, we think it highly probable that the precedents are, for all ordinary purposes, as useful as those that will be found in the long-promised work of Mr. Sweet, whenever it sees the light of day.

Beginners will be thankful for the number of ordinary recitals to be found in these volumes, and for the convenient manner of their arrangement, which renders them particularly easy of reference. Indeed, we do not know of any collection of conveyancing precedents that would make it so possible for a tyro to put together a presentable draft at an exigency, or which are more handy in every respect, even for the experienced draftsman.

Mr. Shelford has proved himself in this task to be not unworthy of his former reputation, nor of that of his predecessor in the editorship of "Crabb's Conveyancing." His works on the Real Property Statutes of William IV. and the Queen, on the Law concerning Lunatics, and on Bankruptcy and Insolvency Law, are widely known and appreciated throughout the profession; they are generally regarded as admirable specimens of legal text books, not surpassed for usefulness by any of their kind. To all who are familiar with them, it will be a sufficient recommendation of this work that Mr. Shelford's name appears on the title-page. If there be any who are not well acquainted with them, we venture to recommend to such the work now before us as the most generally useful and convenient collection of precedents in conveyancing, and of commercial forms for ordinary use, which are to be had in the English language.

Law Students' Journal.

LAW LECTURES.—Michaelmas Term, 1859.

The following Lectures will be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

Constitutional Law and Legal History.

The Reader will pursue the History of our Constitution and of our Jurisprudence, from the Accession of Henry the Seventh to the Accession of the House of Brunswick.

Books.—Blackstone's Commentaries, by Kerr; Hallam's Constitutional History; Rapin's History of the Period; Statute Book of the Period; State Trials; Fortescue (Amos); Parliamentary History; Millar's History of the Constitution; Lord St. Leonards' Preface to Gilbert on Uses, &c.; Hayes's History of Conveyancing; Butler's Notes on Uses and Trusts, in his edition of "Coke Littleton," Lord Bacon's Political Tracts; Lord Somers' Tract on Grand Juries; Lord Clarendon's Life and History.

Equity.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, a course of Six Lectures:—

1. On Civil Judicial Procedure in General. On Private Jurisdictions under the Feudal System, and the Course of Procedure established in England after the Norman Conquest.
2. On the Jurisdiction of the King's Council. The Original Duties and Authority of the Chancellor. Rise and Progress of his Equitable Jurisdiction. Appellate Jurisdiction of the House of Lords.
3. On the Nature of Pleadings in the Court of Chancery. The recent Alterations in the Procedure of the Court.
4. On the Jurisdiction exercised by the Lord Chancellor over Infants.

The Reader on Equity proposes to form two Private Classes—a Senior and Junior, according to the amount of preliminary knowledge possessed by the Students; using in the Junior, *Smith's Manual of Equity Jurisprudence* as a text-book; and in the Senior, examining the principal branches of Equitable Jurisdiction, with a frequent reference to Cases; and also commencing the perusal of Lord Redesdale's Treatise on Equity Pleading.

Law of Real Property.

The Reader on the Law of Real Property proposes to deliver, in the ensuing Educational Term, a Course of Six Public Lectures on the following subjects:—

1. Fines and Recoveries, and the Act of William the Fourth for their Abolition.
2. A Testamentary Charge of Debts upon Real Estate, and the Power of Executors to sell under that Charge.

In his Private Classes the Reader on the Law of Real Property will refer more particularly to the cases cited in the Public Lectures; he will also endeavour to go through a course of Real Property Law, using the work of Mr. Joshua Williams as a text-book.

Jurisprudence and the Civil Law.

The Reader on Jurisprudence proposes, in the course of the ensuing Educational Term, to deliver Six Public Lectures on:—

The Characteristics of Ancient Law, and the Progress of Simplification in the Roman Jurisprudence.

With his Private Classes the Reader will proceed regularly through the principal departments of Roman Law, beginning with the *Law of Marriage*. He will use as his text-books the *Systema Juris Romani Hodie Usitati* of Mackeldey (beginning with the chapter on Jus Familiare), and occasionally the Commentaries of Gaius, or the Institutes of Justinian. Portions of the Digest will also be read on stated days.

Common Law.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, Six Public Lectures, as under:—

The first lecture will be introductory to the study of the law.

Lectures II. to VI. will be devoted to the following subjects:—

I. The History and Procedure of our Courts.
II. Rights recognised and Remedies available at Common Law.
III. Legal Principles judicially applied.

With his Private Class, the Reader will trace out and illustrate the leading principles of our Common Law, referring to the "Reports," to *Smith's Leading Cases* (last edits.), and to Stephen's and Blackstone's *Commentaries*.

PUBLIC EXAMINATION.—Michaelmas Term, 1859.

The Council of Legal Education have approved of the following Rules for the Public Examination of the Students:—

The attention of the Students is requested to the following Rules of the Inns of Court:—

As an inducement to students to propose themselves for examination, studentships shall be founded of fifty guineas per annum each, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each public examination; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations; and the Inns of Court to which such students belong, may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the bar. Provided that the examiners shall not be obliged to confer or grant any studentship or certificate, unless they shall be of opinion that the examination of the students they select has been such as entitles them thereto.

At every call to the bar those students who have passed a public examination, and either obtained a studentship or a certificate of honour, shall take rank in seniority over all other students who shall be called on the same day.

No students shall be eligible to be called to the bar who shall not either have attended during one whole year the lectures of two of the readers, or have satisfactorily passed a public examination.

Rules for the Public Examination of Candidates for Honours, or Certificates, entitling Students to be called to the Bar.

An examination will be held in next Michaelmas Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's office of the Inn of Court to which he belongs, on or before Saturday, the 22nd day of October next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction, or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Saturday, the 29th day of October next, and will be continued on the Monday and Tuesday following.

It will take place in the Benchers' Reading Room of Lincoln's-inn; and the doors will be closed, ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Saturday Morning, the 29th October, at half-past nine, on Constitutional Law and Legal History; in the *Afternoon*, at half-past one, on Equity.

Monday Morning, the 31st October, at half-past nine, on Common Law; in the *Afternoon*, at half-past one, on the Law of Real Property, &c.

Tuesday Morning, the 1st November, at half-past nine, on Jurisprudence and the Civil Law; in the *Afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on *Tuesday Afternoon* there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours or a studentship, or desires simply to obtain a certificate.

The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship, but only at one of the three examinations immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History will examine on the following subjects:—

He will expect the candidates for honours to be well acquainted with the Early History of our Constitution and Laws, as laid down in the chapters on that subject in *Hallam's History of the Middle Ages*. He will expect them also to be fully acquainted with the chapters in *Hallam's Constitutional History*, which give an account of the Reigns of Elizabeth, the Stuarts, William the Third, and Queen Anne. He will expect all who present themselves for examination to possess a competent knowledge of the leading events of English History. He will expect candidates for honours to be well acquainted with the *History of the Law of Real Property*; the *History of the Law of Treason*; and the *History of the Laws relating to the Press*. The candidates for a pass will be required to possess an accurate knowledge of the Reigns of the Stuart Kings; of Magna Charta; of the Confirmatio Chartarum; of the Petition of Rights; Bill of Rights; of the Act of Settlement; and of the State Trials during the Reigns of Charles the Second and James the Second.

The Reader on Equity proposes to examine in the following Books:—

1. *Haynes's Outlines of Equity*; *Smith's Manual of Equity Jurisprudence*; *Hunter's Elementary View of the Proceedings in a Suit in Equity*, pt. 1.

2. The Cases and Notes contained in the first volume of *White and Tudor's Leading Cases*; and the following Cases in the second volume:—Howe *v.* The Earl of Dartmouth; Sir John Talbot *v.* The Earl of Shrewsbury; Chancey's case; Blandy *v.* Widmore; Wilcocks *v.* Wilcocks; and Sloman *v.* Walter, with the Notes on those cases. *Mitford, on the Pleadings in the Court of Chancery*, Introduction; chap. 1, sects. 1 & 2; chap. 1, sect. 3 (the first six pages); chap. 2, sect. 1; chap. 2, sect. 2, part 1 (the first three pages); chap. 2, sect. 2, part 2 (the first two pages); chap. 2, sect. 2, part 3; chap. 3.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for a studentship or honours will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property proposes to examine in the following books and subjects:—

1. *Joshua Williams on the Law of Real Property*; Fifth Edition.
2. *Hayes on the Common Law, Uses, and Trusts.*
3. *Sales and Purchases by Persons holding Fiduciary Offices*: Sugden's *Vendors and Purchasers*, chap. 1, sect. 5, Thirteenth Edition; Dart's *Vendors and Purchasers*, chap. 2, Third Edition.
4. *Perpetuities*; Cadell *v.* Palmer, 1 Clark and Finnelly, 372, and the Notes to that Case in Tudor's *Leading Cases in Conveyancing*, p. 321; Lewis on *Perpetuities*.
5. *The Law of Fixtures*; Amos and Ferard on *Fixtures*, Second Edition.

Candidates for honours will be examined in all the foregoing subjects; Candidates for a Certificate in those under heads 1, 2, & 3.

The Reader on Jurisprudence and the Civil Law proposes to examine Candidates for Honours in the following Books:—

1. *The Institutes of Justinian.* Books 1 & 2.
2. The General Part of Mackeldey's *Modern Civil Law*; pp. 132 to 224 of the Latin Edition, called *Systema Juris Romani Hodie Usitati.*
3. Phillimore's *Principles and Maxims of Jurisprudence*, pp. 162—251 (from the Maxim *Domicilium re et facto transfertur* to the Maxim *Culpa est immiscere se rei quæ se non pertinenti*).

Candidates for a Pass Certificate will be examined in—

1. *The Institutes of Justinian.* Books 1 & 2.
2. Phillimore's *Principles and Maxims of Jurisprudence*, p. 162 to p. 200 (from the Maxim *Domicilium*, &c., to the Maxim *Is naturâ debet*, &c.).

The Reader on Common Law proposes to examine in the books and subjects specified below:—

Candidates for a pass certificate will be examined as to—

1. *The Ordinary Practice and Course of Pleading in an Action at Law.*
2. *Stephen's Commentaries*: Introduction; book 1, "Of Personal Rights;" book ii., part ii., "Of Things Personal."
3. *Smith's Lectures on Contracts* (by Malcolm), omitting lects. 6 & 7.
4. The Elements of Criminal Law, which may be read from *Broom's Commentaries*, book iv.

Candidates for the studentship or honours will be examined in the above books and subjects, and also as to—

5. The Principles of Mercantile Law, so far as treated in *Smith's Comp. Merc. Law*, Sixth Edition (by Dowdeswell): book i., "Of Mercantile Persons;" book iii., "Of Mercantile Contracts."
6. The undermentioned leading cases, contained in *Mr. Smith's* first vol., with the notes thereto—
   Law of Contracts:—Collins *v.* Blantern; Lampleigh *v.* Brathwait; Master *v.* Miller; Miller *v.* Race; Mitchel *v.* Reynolds; Waugh *v.* Carver.
   Law of Torts:—Armory *v.* Delamerie; Ashby *v.* White; Chandelor *v.* Lopus; Scott *v.* Shepherd—Semayne's Case; Six Carpenter's Case.
7. *Taylor on Evidence*, Third Edition: part i., "Nature and Principles of Evidence."

LECTURES AT THE INCORPORATED LAW SOCIETY.

The Council of this society have elected Mr. Frederick John Turner to deliver a Course of Lectures on Conveyancing; Mr George Wirgman Hemming, on Equity and Bankruptcy; and Mr. Frederick Meadows White, on Common Law and Mercantile Law.

The lectures will commence in next Michaelmas Term, and be continued until the end of the several courses in March.

Court Papers.

Chancery Vacation Notice.

All persons applying during the Vacation to the Master of the Rolls for injunctions, or for writs of ne exeat regno, are to proceed in the following manner:—

If the application be ex parte, a letter, stating the order applied for, together with the affidavits, must be sent by the post, addressed to the Master of the Rolls, Cahalva, Hereford, on receipt of which the Master of the Rolls will return the affidavits to the address stated in the letter, and will also enclose the terms of the order which he thinks proper to make. If any Order be made, or, otherwise, he will state the reasons why he thinks that no Order should be made, or he will give leave to give a notice of motion, in case he shall think such proceeding to be proper. The affidavits are to state precisely the dates when the Plaintiff first became aware of the probability of the act being done, the commission of which act he seeks for an Order to restrain.

If the application be for leave to give a notice of motion, then a letter must be sent to the Master of the Rolls to the same address, stating the

facts necessary to explain why it has been necessary to proceed by notice instead of applying ex parte, in which case, if the Master of the Rolls shall be of opinion that the case is one proper to be heard in the vacation, he will give leave to give a notice of motion, and appoint a day and hour when he will hear the parties on the application at Hereford, or if both parties prefer it, and will agree on the affidavits to be sent to the Master of the Rolls, and will send them accordingly to the above address, the Master of the Rolls will make such order on the perused affidavits as he shall think fit.

In matters of extreme urgency the Master of the Rolls will receive applications at any time at Cabalva.

The Master of the Rolls will attend at chambers every day until and including the 9th instant. On the 10th and 11th, letters must be addressed to him at Lord Belper's, Kingston, Kegworth, Derby; on and after the 11th instant to him at Cabalva, Hereford.

Rolls House, August 4, 1859.

Births, Marriages, and Deaths.

BIRTHS.

EADY—On July 30, at Hornsey, the wife of T. W. Eady, Esq., of a daughter.

HERITAGE—On Aug. 3, the wife of Frederick Heritage, Esq., of Doctors' Commons, and Park-villa, Sydenham, of a daughter.

JESSEL—On July 29, at 4 Craven-hill-gardens, the wife of Henry Jessel, Esq., of a son.

REMNANT—On July 31, at Kensington-park-gardens, the wife of Frederick W. Remnant, Esq., of a son.

MARRIAGES.

DALY—KENNY—On Aug. 1, at Halifax, N.S., M. Bowes Daly, Esq., son of Sir Dominick Daly, to Joanna, daughter of the Hon. Edward Kenny, President of the Legislative Council of Nova Scotia.

LANGMORE—HOPKINSON—On Aug. 2, at St. Giles', Reading, by the Rev. F. B. Blenkin, M.A., Alfred Butler, fifth son of the late William Langmore, Esq., M.D., of Finsbury-square, London, to Margaret, second daughter of the late Benjamin Hopkinson, Esq., of Lincoln's-inn.

LONSDALE—POWNALL—On Aug. 2, at Reigate, by the Rev. G. L. Beckwith, assisted by the Rev. Dr. Butler, Edward Lonsdale, fifth son of the late Rev. H. Arthur Beckwith, of Collingham, Yorkshire, to Fanny, fourth daughter of William Pownall, Esq., of Staple-inn, London, and Delville, Reigate.

M'LELLAN—BROWN—On July 21, at Albion Chapel, Hull, by the Rev. E. Jukes, G. M'Leilin, Esq., to Margaret Augusta, youngest daughter of the late T. Brown, Esq., Solicitor.

MORTLOCK—HALL—On Aug. 1, at St. James's, Paddington, by the Rev. R. Hancock, vicar of Battersea, Edmund John Mortlock, Esq., of Cambridge, son of the late Rev. Henry Mortlock, to Mary Jane, second daughter of Charles Hall, Esq., of Lincoln's-inn, and St. Petersburgh House, Bayswater.

SALMON—SIMPSON—On July 28, at St. James's, Clapham, by the Rev. George Salmon (the father of the bridegroom), George Salmon, Esq., of Crescent-place, Park-road, Clapham, and 30 Great George-street, Westminster, Solicitor, to Susan, widow of the late Henry Simpson, Esq., formerly of 23 Harewood-square, and 33 Lincoln's-inn-fields.

STRANGE—BROWNRIGG—At High Cliff Church, by the Rev. J. Dobson, assisted by the Rev. F. K. Eyre, Major Charles John Strange, Royal Artillery, youngest son of the late Sir Thomas Strange, Chief Justice of Madras, to Emma Brownrigg, fourth daughter of the late Lieut. Col. Cumbrae, K.H., of the Grenadier Guards, and of Nea House, Christchurch, Hants.

WOLFERSTON—REILL—On July 20, at All Saints', Knightsbridge, by the Rev. W. Harness, Francis Stamford Pipe Wolferston, Esq., Barrister-at-Law, eldest son of Stanley Pipe Wolferston, Esq., of Statfold, Staffordshire, to Sarah, fifth daughter of W. H. Reill, Esq., late of the H.C.S.

DEATHS.

BENNETT—On July 29, of diphtheria, Bertha, daughter of Rowland Nevitt Bennett, Esq., of Cornwall-terrace and Lincoln's-inn, in her sixth year.

CLARKE—On July 31, at Wolverhampton, in the 74th year of his age, Nathaniel Richard Clarke, Esq., Serjeant-at-Law, Judge of the County Courts of Wolverhampton, Oldbury, and Walsall, and Recorder of Lincoln, Newark, Northampton, and Walsall.

COLLISSON—On July 25, at Reading, aged 21, Mariamne, second daughter of the late William Collisson, Esq., of 43 Camden-road-villas, Regent's-park, London.

COOPER—On July 26, at Brompton, in her 86th year, Frances Bridget, widow of the late John Joslin Cooper, Esq., Judge of the Supreme Court in the Island of Mauritius. R.I.P.

ROBINSON—On July 28, aged 21, William, eldest son of Robert Robinson, Esq., Solicitor, Ripon.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereinafter standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

HAGGITT, Rev. John, Denham, Buckinghamshire, £500 per Cent. Consols.—Claimed by John Haggitt, sole executor of Rev. John Haggitt.

RAYNFORD, Frances Thomasine, and Catherine Raynford, spinsters, 4 Bank of England-street, Russell-square, One Dividend on £42 Consols.—Claimed by Frederick Edwin Lyne, one of the executors of Thomas Alexander Raynford, who was surviving executor of Frances Thomasine Raynford, who was the survivor.

SENHOUSE, Sir Joseph, Knight, Whitehaven, £65 New 3½ per Cents.—Claimed by William Senhouse, administrator, with the will annexed of Sir Joseph Senhouse.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

DART, William, Coachman, late of 13, Belgrave-square, (who died on or about Feb. 13, 1859). Relations or next of kin to apply, either personally or by letter, to the Solicitor to the Treasury, Whitehall.

MARSHALL, Stephen, Innkeeper, Shipston-upon-Stour. All persons claiming to be incumbrancers upon a certain copyhold malt-house, situate in the Crown-yard, Shipston-upon-Stour, are to prove their claims, &c. before Nov. 2, at the chambers of V. C. Stuart, Hornblow and another, Marshall.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	218		219½		220	220
3 per Cent. Red. Ann...	95 5	94⅞	94⅝	95¼	95⅜	95⅜
3 per Cent. Cons. Ann...	94⅝	94⅝	94⅝	95 4	94⅝	95
New 3 per Cent. Ann.	95	95	95	95	95	95
New 2½ per Cent. Ann.	94	94	94			
3 per Cent. Ann.	95					
Long Ann. (exp. Jan. 5, 1860)				11-16		
Do. 30 years (exp. Jan. 5, 1860)						
Do. 30 years (exp. Apr. 5, 1885)						
India Stock			219	219	220	220
India Loan Debentures						
India Loan Scrip.	94	94				
India Bonds (£1,000)	78 d		78 d			
Do. (under £1000)	78 d	78 d				
Consols for Account	94⅝	94⅝	94⅝	95	95	95
Exch. Bills (£1000) Mar.	28s p	31s 27s p	30s 27s p	27s p	27s p	27s 25s p
Ditto June						
Exch. Bills (£500) Mar.			30s 27s p			
Ditto June						
Exch. Bills (Small) Mar.		31s p		27s 30s p	27s p	27s 25s p
Ditto June						
Do. (Advertised) Mar.						
Ditto June						
Exch. Bonds						
Exch. Bonds, 1859, 3½ per Cent.						
Ditto (under £1,000)						

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	71½					
Bristol and Exeter						
Caledonian	83½					
Chester and Holyhead						
East Anglian				15½	15½	15½
Eastern Counties	58½	58½				
Eastern Union A. Stock	42					
Ditto B. Stock				37½		
East Lancashire						
Edinburgh and Glasgow						
Edin. Perth, and Dundee		78				
Glasgow & South-Westn.						
Great Northern		102½	103	103	103	103½
Ditto A. Stock		82				
Ditto B. Stock	131 2					
Gt. South & West. (Ire.)						
Great Western	59½	59½	59½	59½	59½	59½
Do. Shares Vlg. 6l.						
Lancashire & Yorkshire	94½	94⅝	94⅝	94⅝	94⅝	94⅝
Lon. Brighton & S. Coast			109½			
London & North-Western	94½	95	94⅝	94⅝	94	94
London & South-Western	93	93	93	93	93	93
Man. Sheff. & Lincoln						
Midland	102½	102⅝	102⅝	102⅝	102⅝	102⅝
Ditto Birm. & Derby	102					
Norfolk						
North British	57½	57½	57	57½	57½	57½
North-Eastern (Berwick)	91½	91½	91½	91½	91½	91½
Ditto Leeds	46 5	45½		46		
Ditto York	74½	74½	74½	74½	74½	74½
North London	102½	102½				
Oxford, Worc. & Wolver.						
Scottish Central						
Scot. N.E. Aberdeen						
Do. Scotsh. Mid. Stk.						
Shropshire Union						
South Devon	43					
South-Eastern	70½	72	72½	72½	72½	
South Wales						
Vale of Neath						

Estate Exchange Report.

AT THE MART.

By Mr. Bullock.

Leasehold Business Premises, No. 37, [illegible]-street, City.—Sold for £1,400.

Freehold Villa Residence, Parkwood Lodge, Greenhithe, Kent; let at £100 per annum.—Sold for £1,800.

By Mr. [illegible].

Freehold Villa Residence, Holmesdale Lodge, Nutfield, Surrey, with paddock, &c., 4a. 1r. 35p.—Sold for £1,730.

Freehold Grass-lands, part of park to above, 7a. 1r. 11p.—Sold for £165.

Freehold Cottage, Nutfield; let at £5 per annum.—Sold for £110.

By Messrs. Glasier, Winterflood, & Evans.

Freehold House and Shop, No. 203, Fleet-street; let on lease for 21 years, at £120 per annum.—Sold for £1,980.

Freehold Premises, No. 12, Red Lion-street, Wapping; let at £18 per annum.—Sold for £275.

Leasehold House and Shop, No. 24, New Church-street, Edgeware-road; held for 87¾ years, from March, 1855, at a ground-rent of £9 per annum; let at £52 : 10 : 0 per annum.—Sold for £640.

By Mr. T. S. Smith.

Leasehold House and Fishmonger's Shop, No. 2, Darkhouse-lane, Billingsgate, together with goodwill.—Sold, by private contract, for £1,030, including fixtures.

By Messrs. Fuller.

Freehold Residential Estate, Peyton-hall Farm, in the parishes of Boxford, Polestead, Groton, Stoke, and Assington, Suffolk, comprising residence, farm buildings, and 318a. 2r. 10p. of land; let at £425 per annum.—Sold for £14,650.

Freehold, Hill Farm, Polestead, Suffolk, consisting of farm-house, buildings, and 153a. 0r. 18p. of land; let at £180 : 12 : 0 per annum.—Sold for £5,800.

Freehold, Turk's-hall Farm, Boxford and Assington, Suffolk, comprising good farm-house, buildings, and 118a. 1r. 3p. of arable and meadow land; let at £161 per annum.—Sold for £3,620.

Freehold Enclosure of Arable Land, fronting the high road from Sudbury to Nayland, containing 11a. 0r. 39p.; let at £14 : 5 : 0 per annum.—Sold for £700.

Freehold Enclosure of Arable Land, fronting the high road from Sudbury to Nayland, containing 14a. 2r. 31p.; let at £18 per annum.—Sold for £760.

Freehold Farm, Great Raveley, Huntingdon, comprising farm-house buildings and 127a. 0r. 14p. of arable and pasture-land; let at £172 per annum.—Sold for £5,450.

Freehold, 20a. 3r. 8p. of Arable Land, fronting the high road, Great Raveley; let at £25 per annum.—Sold for £800.

Freehold, 30a. 0r. 30p. of Fen Land, Upwood-common, Huntingdon; let at £43 per annum.—Sold for £1,450.

Freehold Public-house, the "Three Horse-shoes," Great Raveley, with a tailor's shop and blacksmith's shop adjoining; let at £15 per annum.—Sold for £460.

Leasehold House and Shop, No. 9, Ledbury-road North, Bayswater; held for 99 years from March, 1847; ground-rent, £9 : 10 : 0 per annum; let at £45 per annum.—Sold for £420.

Leasehold House and Shop, No. 10, Ledbury-road North; held for same term; ground-rent, £8 : 10 : 0 per annum; let at £35 per annum.—Sold for £335.

Leasehold House and Shop, No. 11, Ledbury-road; held for same term and ground-rent; let at £50 per annum.—Sold for £530.

Leasehold House, No. 18, Westbourne-grove North, Bayswater; held for same term; ground-rent, £5 per annum; let at £30 per annum.—Sold for £270.

Leasehold, Four Houses, adjoining; held for same term; ground-rent, £16 : 10 : 0 per annum; let at £100 per annum.—Sold for £405.

Freehold Dwelling-houses, Coach-houses, and Stabling, No. 1 & 2, Wellington-mews North, Ledbury-road; let at £44 : 4 : 0 per annum.—Sold for £400.

Freehold Dwelling-house, No. 3, Wellington-mews; let at £23 : 8 : 0 per annum.—Sold for £210.

Freehold Dwelling-houses, Nos. 4 & 9, Wellington-mews; let at £49 : 8 : 0 per annum.—Sold for £460.

Freehold Dwelling-house, No. 5, Wellington-mews; let at £[illegible] per annum.—Sold for £[illegible].

Freehold Dwelling-house, No. 8, Wellington-mews; let at £26 per annum.—Sold for £270.

Freehold House and Farriers'-shop, No. 7, Wellington-mews; let at £35 per annum.—Sold for £340.

Freehold House and Stabling, No. 6, Wellington-mews; let at £29 : 18 : 0 per annum.—Sold for £310.

Leasehold Residence, No. 64, Gloucester-street, Warwick-square, Pimlico, and premises adjoining; held for 80 years from Michaelmas, 1851; ground-rent, 9 guineas.—Sold for £950.

By Messrs. [illegible] & Galsworthy.

Reversion, to £12,599 : 12 : 8 Reduced Bank Annuities, receivable on the death of a lady, aged 54 years.—Sold for £5,080.

Reversion to £12,[illegible] Consols, on the same life.—Sold for £5,060.

Leasehold House, No. 1, Milborne-grove, Gilston-road, Brompton; held for 60 years from September, 1851; ground-rent, £5 : 10 : 0 per annum.—Sold for £390.

Freehold (Three) Cottages, Nos. 4 to 6, East Milton, Gravesend; let at £47 per annum.—Sold for £[illegible].

Freehold, "Dashwood Cottage," Windmill-hill, Gravesend, with 2a. 1r. 20p. of orchard and garden-ground.—Sold for £430.

Freehold Enclosure, called "Stoney Sands," Gravesend, comprising 8a. 2r. 37p. of good productive garden-ground.—Sold for £700.

Freehold Enclosure, called "Calve Stocks," Northfleet, Gravesend, containing 11a. 1r. 27p.—Sold for £860.

Freehold, "Little Mead," Gravesend, comprising 5a. 0r. 0p. of arable land.—Sold for £[illegible].

By Mr. [illegible].

Freehold Residence and Grounds, Enfield, Middlesex, about 3a. 0r. 12p., with two cottages, stabling, coachhouse, &c.—Sold for £3,900.

Freehold Residence and 1r. 35p. of land, adjoining the above; let at £28 per annum.—Sold for £440.

Freehold (Two) Cottages and gardens, near the above lots; let at £33 per annum.—Sold for £410.

By Messrs. Beadel & Sons.

Freehold, Nos. 129 & 130, Houndsditch, Aldgate; let at £200 per annum.—Sold for £2,500.

Freehold Houses, Nos. 1 to 13, Partridge-court, Gravel-lane, Houndsditch; let at £162 : 10 : 0 per annum.—Sold for £1,500.

By Messrs. Daniel Smith, Son, & Oakley.

Freehold Residential Estate, "Buscot Park," in the parishes of Buscot, Eaton Hastings, Farringdon, and Great Coxwell, Berkshire, comprising mansion, finely-timbered park and pleasure-grounds, two large ornamental lakes, beautiful woodlands, plantations, and covers; numerous farms, with suitable farm-houses and homesteads; together with various cottage property in the village of Buscot and Buscot Wick; altogether a compact domain of 3,558a. 0r. 11p.; estimated annual value, £[illegible].—Sold for £125,000.

Freehold Residence (in hand), No. 21, Clarges-street, Piccadilly.—Sold for £560.

Freehold Estate, "[illegible] House," near [illegible], Berkshire, comprising residence, small farm-yard, with outbuildings, and 29a. 3r. 35p. of land.—Sold for £4,700.

By Messrs. Prickett & Sons.

Leasehold House, No. 3, St. Thomas's-gardens, Queen's-road, Haverstock-hill; held for 99 years from Christmas, 1850; ground-rent, £5 per annum; let at £28 per annum.—Sold for £275.

Leasehold (Three) Sets of Stabling, in the rear of Lonsdale-square, Islington; held for 62 years from Lady-day, 1847; ground-rent, £[illegible] per annum; let at £32 per annum.—Sold for £120.

By Mr. Swain.

Leasehold House, No. 3, Ladbroke-place East, Ladbroke-grove, Notting-hill; estimated annual value, £[illegible]; held for 87¾ years from March, 1855; ground-rent, £11 : 5 : 0 per annum.—Sold for £485.

By Messrs. Fuller & Son.

Leasehold Warehouses, Stoney-street and Rochester-street, Borough-market, Southwark, producing £321 per annum; held for a term of 49 years from Midsummer, 1852; ground-rent of £[illegible] per annum.—Sold for £3,100.

Leasehold Shop and Dwelling-house, No. 13, Leigh-street, Red Lion-square, Holborn; held for 50 years from Michaelmas last; ground-rent, £[illegible] per annum; let at £60 per annum.—Sold for £600.

By Mr. [illegible].

Leasehold, Dwelling-houses, Nos. 13 & 14, Sydney-place, Portland-place North, Clapham-road; let at £56 per annum; held for a term of 42 years from Michaelmas next, at a ground-rent of £10 : 5 : 0 per annum.—Sold for £335.

By Messrs. Fuller & Withall.

Freehold Mansion and Grounds, Tewkesbury, Gloucestershire, with stabling, outbuildings, &c.—Sold for £845.

Twenty-five Shares, of £5 : 10 : 0 each, in the London, Westminster, and Vauxhall Steam Packet Company (all paid).—Sold for £25 : 10 : 0.

By Messrs. Coen.

Freehold, "The Byashe Court Estate," in the parishes of Horne and Burstow, East Surrey, comprising residence and 910a. 2r. 15p. of arable, pasture, and woodland, with the manor of Byashe Court; estimated annual value, about £500.—Sold for £15,300.

By Messrs. F. & A. Mellersh.

Freehold and Leasehold Estate, "Habins," Rogate, Sussex, comprising house, farm buildings, &c., and about 34 acres of land; house and garden let at £50 per annum, the remaining portion is in hand.—Sold for £3,320.

By Mr. R. Kenyon.

Leasehold, Nos. 1 to 8, Charles-terrace, George-street, Old Kent-road; let at £144 per annum; held for 65 years from June, 1852; ground-rent, £64 per annum.—Sold for £600.

Leasehold, Nos. 53 & 54, Aldred-road, Kennington-park; held for 70 years from September, 1853; ground-rent, £10 per annum.—Sold for £[illegible].

Leasehold House, No. 30, Storer-street, Caledonian-road, Islington; let at £25 : 8 : 0 per annum.—Sold for £200.

Leasehold House, No. 13, Hollis-place, Haverstock-hill; let at £[illegible] per annum.—Sold for £350.

By Messrs. Beadel, Son, & Chancellor.

Freehold Residence, "Stock Lodge," Stock, near Ingatestone, Essex, comprising 4a. 3r. 16p. of land, with cottages thereon; let at £92 per annum.—Sold for £1,800.

Freehold Farm, "Hanningfield Lodge," East Hanningfield, Essex, comprising residence, farm-buildings, and 248a. 2r. 29p.; let on lease at £[illegible] per annum.—Sold for £[illegible],500.

Freehold, "Barber's Farm," East Hanningfield-common, comprising homestead, farm-buildings, and 52a. 9r. 30p. of arable and pasture land; let on lease at £55 per annum.—Sold for £1,500.

Copyhold, Three Cottages, East Hanningfield; let at £18 : [illegible] : 0 per annum.—Sold for £155.

Copyhold, Two Enclosures of Land, Sandon, near Wood-hill, Essex, containing 5a. 3r. 1p.; let at £7 per annum.—Sold for £150.

Copyhold, Free Public-house, "The Bull," Billericay, Essex; let at £36 per annum.—Sold for £520.

By Messrs. Harris & Vaughan.

Leasehold, Nos. 15 to 17, Amersham-vale, New-cross; held for 80 years from December, 1853; ground-rent, £9 per annum; let at £96 per annum.—Sold for £935.

By Mr. [illegible].

Leasehold House, No. 16, George-street, Woolwich; let at £16 per annum.—Sold for £135.

By Mr. J. Cutler.

Freehold Estate, known as "Somer's," comprising residence, farm-yard, out-buildings, and about 116a. 2r. 30p. of arable, pasture, and woodlands.—Sold for £3,350.

Freehold and Copyhold Farms, Cuckfield, Sussex, known as "Davy's Land, Lanner's," "Brookhouse & Lockyears," comprising farm-house, cottages, out-buildings, &c., and 94a. 3r. 7p. of arable and pasture land, also a copyhold estate, called "Golding's," near the above, containing [illegible] meadow and garden land; the whole let at £[illegible] per annum.—Sold for £3,310.

By Messrs. Hind & Sons.

Leasehold Dwelling-house, No. 3, Langdale-street, Cannon-street-road.—Sold for £90.

Freehold House, No. 10, Charlotte-row, Rotherhithe; let at 5s. per week.—Sold for £70.

Leasehold Dwelling-houses, Nos. 20 to 22, Lower Queen-street, Rotherhithe.—Sold for £20.

Leasehold Residence, Vine-cottage, Bushey-green, Lewisham, with two small cottages near.—Sold for £75.

Leasehold House and Shop, No. 56, Albion-street, five tenements in John's-place, one in Adam's-place, and one in Eve's-place, Adam-street, Rotherhithe.—Sold for £300.

Leasehold Houses, Nos. 1 to 4, Grove-street, Nos. 1 to 8, Abell's-buildings, and Nos. 1 to 3, Turner's-buildings, St. George's-in-the-East.—Sold for £735.

Leasehold Dwelling-houses, Nos. 1 to 6, Friendly-buildings, Back Church-lane, Whitechapel.—Sold for £150.

Leasehold House, No. 54, Salisbury-street, Bermondsey.—Sold for £70.

Leasehold Houses, Nos. 2, 3, 4, 7, 8, 9, 10, 15, & 16, Prospect-place, Back-road, St. George's-in-the-East.—Sold for £305.

By Messrs. Davis & Vigers.

Freehold Ground-rent, of £28 per annum, arising from Nos. 1 to 4, Kingsbury-terrace, Malden-road, Haverstock-hill; held for 99 years from June, 1857.—Sold for £560.

Freehold Plot of Building-ground, Malden-road, Haverstock-hill.—Sold for £300.

Leasehold House, No. 337, City-road; held for 24 years from Midsummer, 1859; ground-rent, 12 guineas per annum; let at £55 per annum.—Sold for £250.

Leasehold Residence, No. 13, Princes-street, Fitzroy-square; term, 13 years from March, 1859; ground-rent, £4 per annum.—Sold for £170.

Leasehold House and Shop, No. 25, Edgeware-road; held for 12¼ years from Midsummer, 1859, at a ground-rent of £3 : 3 : 0 per annum, and let for the whole term at £56 per annum.—Sold for £445.

An Absolute Reversion to £1,091 : 8 : 1 Three per Cent. Consolidated Annuities, receivable on the death of a lady now aged 87 years.—Sold for £780.

By Messrs. Farebrother, Clark, & Lye.

Leasehold Residence, Waverley-cottages, Tottenham; let at £25 per annum.—Sold for £225.

Copyhold Family Residence, near the Railway Station, Lower Edmonton; let at £42 per annum.—Sold for £300.

Copyhold, Three Cottages, Barrowfield-lane, Edmonton; let at £52 : 10 : 0 per annum.—Sold for £275.

Freehold, "Garland's Farm," Rudgewick, between Horsham and Petworth, Sussex, comprising farm-house, out-building, and 314a. 1r. 12p.; also the Manor of Pulborough and the Rectorial Tithe Rent-charge of the Plaistow-field, Little Plaistow-field, and St. John's-mead.—Sold for £8,650.

Freehold, "Shorthoo's Farm," comprising farm-house and 70a. 2r. 29p.—Sold for £1,500.

By Mr. Peake.

Leasehold Houses, Nos. 13 & 14, Wellington-street, Dockhead, Bermondsey; let at £36 : 8 : 0 per annum.—Sold for £110.

Leasehold, Nos. 25 & 26, Gelding-street; let at £33 : 16 : 0 per annum.—Sold for £110.

Leasehold Houses, Nos. 7 to 9, Hanover-street, Neckinger-road, Bermondsey; let at £35 : 2 : 0 per annum.—Sold for £150.

Leasehold Houses, Nos. 13 to 17, Hanover-street, Bermondsey; let at £42 : 18 : 0 per annum.—Sold for £350.

By Messrs. Green & Son (on the Premises).

Freehold Houses and Premises, No. 9 & 10, High-street, and 1 to 4, Guildhall-street, Canterbury; estimated annual value about £450 per annum.—Sold for £3,600.

London Gazettes.

Commissioner to administer Oaths in Chancery.

Friday, *Aug.* 5, 1859.

Rayner, Robert Lee, Gent., Mirfield, Yorkshire.

Professional Partnership Dissolved.

Tuesday, *Aug.* 2, 1859.

Hudson, Thomas Bentley, & Arthur Edward Francis, Attorneys, 10 Tokenhouse-yard; by mutual consent.

Bankrupts.

Tuesday, *Aug.* 2, 1859.

ADAMSON, George Johnstone, Builder, Twickenham. *Com.* Holroyd: Aug. 13, at 11.30; and Sept. 20, at 2.30; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 29.

FLAMANT, Louise, Milliner, 10 Duke-st., Portland-pl., and 42 Somerset-st., Portman-sq. *Com.* Fonblanque: Aug. 15, at 12.30; and Sept. 14, at 11; Basinghall-st. *Off. Ass.* Graham. *Sols.* S. & H. Brandon, 15 Essex-st., Strand. *Pet.* July 29.

FORD, John Edward, Tye Manufacturer, 63 Aldermanbury, and 15 Addle-st. *Com.* Fonblanque: Aug. 15, at 1.30; and Sept. 14, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Lloyd & Hale, 26 Milk-st. *Pet.* Aug. 1.

HUSHTON, Yarker, Draper, Wrexham. *Com.* Perry: Aug. 15 and Sept. 2, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Cooper, Manchester. *Pet.* July 30.

SWAN, Joseph, Ship Owner, 30 Quay-side, Newcastle-upon-Tyne, and Gateshead (G. Bolden, jun., & Co.) *Com.* Ellison: Aug. 10, at 11.30; and Sept. 15, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Hoyle, Newcastle-upon-Tyne; or Hill & Mathews, St. Mary Axe, London. *Pet.* July 21.

TITCHMARSH, Charles, Farmer, Wimpole, Cambridgeshire. *Com.* Fane: Aug. 11, at 12; and Sept. 8, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Parker, Rooke, & Parker, 17 Bedford-row; or Adcock, Cambridge. *Pet.* July 29.

Friday, *Aug.* 5, 1859.

AMOORE, Ellen Ruth, Brewer, Court-house-st., and Hallaway-house, Hastings. *Com.* Fonblanque: Aug. 17, at 12.30; and Sept. 14, at 11.30; Basinghall-st. *Off. Ass.* Graham. *Sols.* J. & S. Langham, 10 Bartlett's-bldgs. *Pet.* Aug. 4.

EASTWOOD, William, Joiner and Builder, Fairfield, Liverpool. *Com.* Perry: Aug. 16 and Sept. 12, at 11; Liverpool. *Off. Ass.* Morgan. *Sol.* Etty, Liverpool. *Pet.* Aug. 2.

FRANKLIN, Francis Gutver, Plumber, 43 Bridge-st., Southwark. *Com.* Fonblanque: Aug. 17, at 2.30; and Sept. 14, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Fitch & Fitch, 17 Union-st., Southwark. *Pet.* Aug. 2.

HUGHES, Thomas, Cattle Dealer, Aberllolwyne, Aberystwith, carrying on business as a Coal Merchant at North Shields (Hughes & Lawson). *Com.* Hill: Aug. 16 and Sept 13, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Brittan & Sons, Bristol. *Pet.* July 27.

KENT, Mary, Widow, Boarding-school-keeper, 13 Upper Phillimore-pl., Kensington. *Com.* Fane: Aug. 12 and Sept. 15, at 12; Basinghall-st. *Off. Ass.* Harris. *Sols.* Fyson, Curling, Wallis, & Son, 3 Frederick's-pl. *Pet.* Aug. 4.

MORGAN, Samuel Whitfield, Share Broker, 38 Throgmorton-st. *Com.* Fane: Aug. 18, at 1.30; and Sept. 15, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Walter & Moojen, 8 Southampton-st., Bloomsbury. *Pet.* July 11.

SHAW, James, Cotton Doubler, Huddersfield. *Com.* Ayrton: Aug. 16 and Sept. 9, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Aug. 3.

TAPLEY, Frederick, Draper, Arbor-ter., Commercial-rd. East. *Com.* Holroyd: Aug. 16, at 11.30; and Sept. 20, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* July 26.

BANKRUPTCIES ANNULLED.

Tuesday, *Aug.* 2, 1859.

Brettle, Thomas Pool, Grocer, Walsall. July 18.

Tallerman, Harris, Wholesale Clothier, Houndsditch. July 20.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *Aug.* 2, 1859.

Acock, John, Builder, Winchcomb-st., Cheltenham. Aug. 24, at 11; Bristol.

Brentnall, George Henry, Coal Merchant, Watford (Erewash Coal Company). Aug. 23, at 12; Basinghall-st.

James, John, Seedsman, St. Just, Cornwall. Aug. 24, at 12; Exeter.

Marshall, Charles, Printer, Devonport. Aug. 25, at 1; Plymouth.

Murray, John, New-road, Rotherhithe, Redman's-row, Mile-end, and Blue Anchor-yard, Limehouse, Contractor, and Dock-street, Deptford, Licensed Victualler. Aug. 23, at 1; Basinghall-st.

Redgrave, William Rant, Chemist, Norwich, and Surlingham, Norfolk, in copartnership with Charles Tadman. Aug. 25, at 11.30; Basinghall-st.

Sharp, James, Apothecary, 21 Grosvenor-st. West, Eaton-sq. Aug. 25, at 11; Basinghall-st.

Wilding, John Thomas, Builder, Dovercourt. Aug. 25, at 11; Basinghall-st.

Friday, *Aug.* 5, 1859.

Aumen, William, Baker, Hanley Castle, Worcestershire. Sept. 15, at 11; Birmingham.

Bell, William, Tailor, Crowle, Lincolnshire. Aug. 31, at 12; Kingston-upon-Hull.

Burrows, Joseph, Tailor, Woolton, Liverpool. Aug. 26, at 1; Liverpool.

Hicks, Henry, Glass Cutter, 32 King David-lane, Shadwell (in co-partnership with Leopold Etting). Aug. 26, at 11; Basinghall-st.

Marchant, Alfred, Clothier, Maidstone. Aug. 29, at 11; Basinghall-st.

Palmer, William Hurry, Merchant, Southtown, otherwise Little Yarmouth, Suffolk. Aug. 26, at 1; Basinghall-st.

Pyne, Henry John, Coal Dealer, Exmouth. Aug. 31, at 12; Exeter.

Turner, John, Brewer, Chester. Aug. 26, at 11.30; Liverpool.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *Aug.* 2, 1859.

Abram, Robert, Cabinet Maker, Manchester. July 23, 3rd class, after a suspension of 6 months, from Jan. 22, 1859.

Arnold, Alfred, & Henry Arnold, Booksellers, 104 Tottenham-court-road (Arnold, Brothers). July 27, 2nd class.

Cole, James Ormond, Rigger, Montague-place, Poplar, late of Orchard-street, Poplar. July 19, 2nd class.

Frampton, Benjamin, Hair Dresser, 3 Lion Gate-road, Landport, Hants. July 27, 2nd class.

Hughes, Ann, Lodging-house Keeper, 23 Northumberland-street, Strand, and 13a Cannon-row, Westminster. July 26, 3rd class, after having been suspended for 12 months.

Joseph, Charles Henry, otherwise Charles Henry Josephs, Licensed Victualler, 74 & 75 Strand. July 29, 3rd class.

Nicholson, John, Watch Maker, High-street, Andover. July 30, 1st class.

Nunn, Charles, Inn-keeper, Great Coggeshall. July 27, 2nd class.

Reynolds, William Charles, Licensed Victualler, Golden Horse, Aldersgate-street. July 29, 2nd class.

Schofield, James, & Louis Horrie, Grease Manufacturers, Rhyo Pits, near Rochdale, and Keighley, Yorkshire (Schofield & Horrie). July 21, 3rd class.

Scott, John, Flour Dealer, Warrington. July 27, 3rd class, subject to a suspension of 3 months.

Smith, Benjamin, Licensed Victualler, Royal Oak, Whitechapel-road. July 18, 3rd class, the same having been suspended for 2 years.

Sumner, George, Plumber, Town Hall Plain, Great Yarmouth. July 26, 1st class.

Wright, John, & Samuel Stringer, Woollen Cloth Merchants, Bank Mill, Longsight, Manchester. July 13, 3rd class, after a suspension of 6 months.

Friday, *Aug.* 5, 1859.

Bingley, Thomas Giles, Wholesale Druggist, Manchester. July 28, 2nd class.

CHAPMAN, JOHN, Tea Dealer, Cirencester, 2nd class, subject to suspension for 9 calendar months.

EDWARDS, EDWARD, Ironmaster, Abenbury Vichan, Flintshire. July 29, 1st class.

HEDDERICK, THOMAS, Painter, 21 Bridge-st., St. Helen's. July 29, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 2, 1859.

ATTREE, ROBERT, Hosier, 23, St. James's-st., Brighton. July 22. *Trustee*, C. Blythe, Honey-lane, Cheapside, Silk Warehouseman. *Sol.* Holt, Skinner's-place.

FARNHAM, WILLIAM, Draper, Painswick, Gloucester. July 5. *Trustees*, J. C. Hallewell, Banker, Gloucester Bank, Stroud; G. R. Greaterex, Warehouseman, Aldermanbury. Creditors to execute on or before Aug. 5. *Sols.* Hardwick, Weavers' Hall; or Freston & Heelas, Stroud.

GRIFFITHS, JAMES, Draper, 9 Queen's-terrace, St. John's-wood. July 29. *Trustees*, W. Nevill, Warehouseman, Gresham-st. West; G. Greaterex, Aldermanbury. *Sol.* Turner, 68 Aldermanbury.

HUMPHREY, JOHN, Farmer, Frittenden, Kent. July 18. *Trustees*, J. Bourne, Brewer, Carshalton; T. Walter, Grocer, Cranbrook, Kent. Creditors to execute on or before Jan. 18, 1860. *Sols.* Hinde, Goudhurst; Lee, 18, St. Paul's-churchyard.

MARSHALL, GEORGE, Farmer, Lanesham, Nottinghamshire. July 6. *Trustee*, J. C. Norwood, Farmer, Lanesham; G. Wilson, Grocer, Ragnall. Creditors to execute before Oct. 6. *Sol.* Smith, Carlton-upon-Trent.

WALKER, JAMES, Stuff Merchant, Bradford, Yorkshire. July 23. *Trustees*, E. S. Stott, Dyer, Greetland; H. Crossley, Dyer, Brighouse, Yorkshire. *Sol.* Watson, Bradford; Terry, Watson, & Watson, Market-st., Bradford.

FRIDAY, *Aug.* 5, 1859.

BOWMAN, JOHN, Grocer, York. July 23. *Trustees*, T. Robinson, Grocer, York; and R. Strickland, Grocer, York. *Sols.* Thompson & Thompson, York.

BURLEY, EDWARD LUKE, India Rubber Merchant, 2 Cannon-st., Manchester. July 25. *Trustee*, D. Woodhead, Accountant, 56 George-st., Manchester. *Sols.* Elkan, 73 Bridge-st., Manchester; or Cooper, 44 Pall-mall, Manchester.

CHAPPUIS, PAUL EMILE, Stereoscope Manufacturer, 69 Fleet-st. July 12. *Trustee*, E. Parks, Ironmonger, 140 Fleet-st. *Sol.* Scott, 4 Skinner-st.

HEMERY, SAMUEL, Shopkeeper, Bramley, near Leeds. July 9. *Trustees*, F. H. Vant, Bacon Factor, and T. Weatherley, Accountant, both of Leeds. Creditors to execute on or before Oct. 9. *Sol.* Booth, Leeds.

MOORE, JAMES BINGLEY, Lace Agent, late of Silver-st., Cheapside, now of 46 Shoreditch. July 7. *Trustee*, J. Rutty, Accountant, 3 King-st., Cheapside. *Sol.* Huson, 4 King-st.

SAUNTY, ROBERT, Linendraper, Kingston-upon-Hull. July 13. *Trustees*, G. Booth, Merchant, Manchester; W. Jack, Linendraper, Kingston-upon-Hull. *Sols.* Brooks, Manchester.

TAYLOR, THOMAS GRAVELEY, Builder, Cheltenham. July 9. *Trustees*, J. B. Barkworth, Timber Merchant, Kingston-upon-Hull; T. W. Baxter, Timber Merchant, Gloucester; and R. Frampton, Esq., Cheltenham. *Sols.* Taynton, Gloucester; Gwinnett, Cheltenham; or Jackson, Kingston-upon-Hull.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *Aug.* 2, 1859.

HEWITT, THOMAS WALL, Esq., Clancoole, Cork, formerly of Clifton (who died in or about the month of April, 1857). Hewitt *v.* Ludlow, M.R. Nov. 2.

LOCH, JAMES, Esq., Albemarle-st. (who died in or about the month of June, 1858); Nicholson and others, infants, *v.* Loch and Loch, V. C. Wood. Nov. 7.

MAGRATH, WILLIAM, Gent., College-st., Chelsea (who died on June 29, 1859). Meredith *v.* Bevan and Genns, M.R. Oct. 29.

RICE, JOHN, Walcott, Bath (who died in or about the month of Dec. 1857). Rice *v.* Sheppard, M.R. Oct. 29.

SOUTHERDEN, CAROLINE, Widow, Sandwich (who died in or about the month of August, 1858). Harnott *v.* Southerden, V. C. Kindersley. Nov. 7.

YEARSLEY, JOHN, Esq., Grove Villa, Brighton (who died in or about the month of June, 1857). Yearsley *v.* Yearsley, M.R. Nov. 2.

FRIDAY *Aug.* 5, 1859.

ARIA, LEWIS, 23 Tavistock-sq. (who died in or about the month of Aug., 1858). Aria *v.* Emanuel, M. R. Nov. 6.

BRODRICK, MICHAEL, Victualler, formerly of King-st., St. James's, and late of 10 Lisson-ter., Westminster-rd. (who died in or about the month of April, 1844). Maule and another *v.* Brodrick and another, M. R. Nov. 2.

CLARKSON, WILLIAM GERRING, Proctor, Leonard's-pl., Kensington, and Bell-yd., Doctors' Commons (who died in or about Feb., 1859). Sturgis *v.* Clarkson, V.C. Stuart. Nov. 1.

HENDERSON, JOHN, Esq., Upper Charlotte-st., Fitzroy-sq. (who died in or about the month of Oct., 1829). Clarkson *v.* Henderson & Hicks, V. C. Stuart. Nov. 4.

HICKS, JOSEPH, Innkeeper, Walthamstow (who died in or about the month of July, 1856). Hicks *v.* Hicks, V. C. Kindersley. Nov. 15.

KNIGHT, ROBERT, Esq., St. John's, Westminster (who died in or about the month of June, 1858, also the creditors of Henry Knight, Esq., late of the same place, who died in or about the month of April, 1859). Eames *v.* Godwin & others, M. R. Nov. 10.

KNIGHT, JANET, Widow, the Cliff, Lewes (who died in or about the month of Aug., 1855). Card, jun. *v.* Dunn, V.C. Wood. Nov. 2.

KOHLER, JACOB, otherwise JOHANN JACOB KOHLER, Kirchbrombach, Grand Duchy of Hesse Darmstadt (who died in or about the month of July, 1826). Kohler & another *v.* Kohler, V. C. Stuart. Nov. 15.

KOHLER, JOHANN, otherwise JOHN MICHAEL KOHLER, otherwise MICHAEL KOHLER, late of Arnheitten, in the Grand Duchy of Hesse Darmstadt (who died on or about Jan. 18, 1856). Knierim *v.* Schmauss & another, V.C. Stuart. Nov. 15.

MURPHY, MARY ANN, Widow, 38 Upper Seymour-st., Somers-town (who died on or about Jan. 12, 1857). Murphy, an infant, *v.* Clarke, V.C. Wood. Nov. 6.

SCHMIDT, CONRADT, late of Oberkessig, Grand Duchy of Hesse Darmstadt (who died on or about Oct. 21, 1804). Fomof *v.* Schmidt & another, V.C. Stuart. Nov. 15.

SOUTHERDEN, CAROLINE, Widow, late of Sandwich (who died in or about the month of August, 1858). Harnott *v.* Southerden, V.C. Kindersley. Nov. 7.

Windings-up of Joint Stock Companies.

TUESDAY, *Aug.* 2, 1859.

UNLIMITED, IN CHANCERY.

SHEERNESS WELL ON WATERWORKS COMPANY.—Peremptory order of a Call of £16 per share on all Contributories, to be paid to Mr. J. Sawyer, 173 Fenchurch-st. Aug. 22. V. C. Wood.

FRIDAY, *Aug.* 5, 1859.

LIMITED IN BANKRUPTCY.

ANGLO-FRENCH PORCELAIN COMPANY (Limited).—Petition for winding up Aug. 16, at 1.30. Com. Fane.

GREAT WESTERN IRON COMPANY (Limited).—Aug. 30, at 1; Bristol. Proof of debts.

SEAMLESS LEATHER COMPANY (Limited).—Nov. 15, at 12; Basinghall-st. To settle the list of Contributories and to make a call.

Scotch Sequestrations.

TUESDAY, *Aug.* 2, 1859.

LAWRIE, WILLIAM HENRY, Merchant, 3 Gloucester-pl., Edinburgh, and 6 Andrew-sq., Edinburgh, deceased (Lawrie & Gardner). Aug. 9, at 2; Stevenson's-rooms. *Seq.* July 29.

M'NEALE, JOHN DONALD, Trinity, Edinburgh. Aug. 8, at 1; Cay and Black's-rooms, Edinburgh. *Seq.* July 28.

FRIDAY, *Aug.* 5, 1859.

CALDWELL, JOHN, Farmer, New Prestwick, near Ayr. Aug. 12, at 1; King's Arms-inn, Ayr. *Seq.* Aug. 3.

MACPHERSON, Miss FLORA, Lochgilphead. Aug. 11, at 2.30; Argyll-hotel, Inverary. *Seq.* Aug. 2.

MACPHERSON, Miss MARY, Lochgilphead. Aug. 11, at 2; Argyll-hotel, Inverary. *Seq.* Aug. 2.

M'LACHLAN, ROBERT, (dec.) Architect, Ayr. Aug. 12, at 12; King's-arms-inn, Ayr. *Seq.* Aug. 2.

WATSON, JOHN, Writer, Alloa. Aug. 16, at 1; Royal Oak-hotel, Alloa. *Seq.* Aug. 1.

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T. & C. *As your client has not been guilty of any moral fault, the misfortunes will not prevent his admission under the circumstances you describe.*—ED. S. J.

THE SOLICITORS' JOURNAL.

LONDON, AUGUST 13, 1859.

CURRENT TOPICS.

In a day or two at most the session will be brought to close, and the legislative year will terminate with a singular barrenness of result. When we come to compare the actual additions to the statute book with the abundant promise of improvement held out last February, it must be admitted on all hands that the country occasionally pays dear for the liberty of party conflict. The Divorce Act Amendment and the Law Ascertainment Bills have both, we believe, passed; the former somewhat altered for the worse; the latter a most useful measure, like the others that have proceeded from its able author—Mr. Dunlop. The measure provides a cheap and summary mode of ascertaining the law of one part of the United Kingdom when it comes into dispute in the courts of another, by enabling the judges of any superior tribunal in England, Scotland, or Ireland, to certify to their judicial brethren what the law is on any point remitted to them. The comity of courts has been too much neglected in this country, and here is an important step in the right direction.

The report of the county court judges, which we give at length in another column, bears out the soundness of Mr. Collier's Bill on imprisonment for small debts. It appears that the majority of judges disapprove of the mode in which some of their number have exercised the power of imprisonment, and as mere reports and opinions do little good with wrong-headed men, it is evident that legislation will not come one moment too soon. A letter on the subject from Mr. Blundell will be found in this week's number.

There is very little doubt that the commission for investigating the present mode of taking evidence in Chancery has been sealed. It is said that Lords Lyndhurst, St. Leonards, Cranworth, Wensleydale, and Chelmsford, are named members of it. The names of Mr. G. M. Giffard, Q.C., of the Chancery bar, and of two equity judges, are mentioned; and we believe that two solicitors, the one metropolitan, the other provincial, have also placed upon the commission.

The House of Lords has been sitting every day of late as a Court of Appeal, and a great number of appeals have been heard and decided within the last fortnight. Some of them are cases involving points of law of considerable importance, and which will, therefore, be reported at length in the forthcoming numbers of *The Weekly Reporter*. Among these, we may particularly call the attention of our readers to the cases of *Chasemore* v. *Richards* and *Dolphin* v. *Robins*. Both these cases are well worthy the attentive perusal of the law student, on account not only of the novelty of some of the questions discussed in them, but also on account of their practical importance. In the former case, it has been decided—after the most elaborate argument in the Court of Exchequer Chamber, and before the House of Lords, assisted by the common law judges—that no action lies in respect of the abstraction or interception by a landowner of subterranean water which percolates through his land, even though such abstraction may have the effect of sensibly diminishing a supply of water on other land, as to which another person may have an ancient right. In *Dolphin* v. *Robins*, it has been distinctly held by the House of Lords that a Scotch Court cannot grant a divorce to English parties who were married in England and resided in Scotland only for the purpose, and long enough to obtain a Scotch domicile according to the doctrine of Scotch law. The case will also be found valuable for the discussion which it contains by Lords Cranworth and Kingdown, of the effect of a judicial separation on the domicile of a married woman.

PROFESSIONAL EDUCATION.

The Attorneys and Solicitors Bill has now passed through committee, and, in spite of the delay not very reasonably occasioned last night, this important measure will receive the Royal assent before the session closes. The slight objections that have been raised to any of its provisions have no reference to the educational improvements which it designs to introduce; and both Houses seem unanimous in the opinion that the Incorporated Law Society have done well in the new regulations they propose.

In the profession, there appears to be some little difference of opinion on this subject, and a letter, signed "M. A.," and published a little time since by a daily contemporary, joins issue with *The Solicitors' Journal* as to the expediency of that part of the Bill which attaches a professional privilege to the holders of the Oxford and Cambridge middle-class certificates. Now, we regard this provision as extremely important, and we should be sorry if the views entertained by "M. A." who writes, we are bound to say, temperately as well as ably, were likely to be generally accepted by solicitors. The portion of the Bill which refers to what are commonly called the Middle Class Examinations is *permissive* only, and it will doubtless depend in some degree on the public opinion of the great body of the profession whether or not this clause is actively carried out. It is well, therefore, to examine the objections that have been brought up against it.

It is argued, in the letter we have referred to, that the exemption from two years' service in articles accorded to university graduates, is based, not on the examination they have passed, whether in arts or law, but on the fact of their having resided for several years in a university, and submitted themselves to college discipline, and derived the usual advantages from university experience and companionship. This is not strictly correct, because it is quite possible for a student to obtain the London B.A. or LL.B. without residence in any college, and on the sole qualification of passing a certain intellectual test; but we quite admit the force of the remark as to the real value of graduating at a university, which is derived from associations and discipline unattainable by mere examining bodies. We heartily agree that a residence for three years at Oxford or Cambridge—now happily relieved from the stain of sectarian exclusiveness—is more likely to fit any educated gentleman, whether he be intended for the bar, or for the office of a solicitor in town or country, to enter his profession with a prospect of success, than any test that could be

applied of the amount of information he may have stored in his brain. It is the contact he has had with the world, the knowledge he has acquired of men and things, the friendships he has formed, and the variety of experience gone through, which make a graduate of two-and-twenty twice the man he would otherwise be. We believe that the number of university men in our ranks is rapidly on the increase, and none can be more convinced than ourselves of the value of such training. Were any change proposed which would afford an equal premium to non-graduates, let them be ever so well educated, we should oppose such an evil innovation; but we cannot raise the same objection to the boon now for the first time offered to those who may not have the means required for proceeding to a university, but who show their desire for intellectual improvement in the best way open to them. We cannot agree that there is *no* value to be attached to an examination, though the worth of a degree taken after residence may be much higher, and we are inclined to think that the Bill gauges the difference with very fair accuracy in allotting an exemption of two years to the regular graduates, and of one year only to those who have, without residence, passed a competent examination.

But it is further urged that the middle class examination is insufficient as a test of merit; that the subjects are of an extremely easy nature; and that the candidates are allowed to slip through. We believe that "M.A." is mistaken in this idea, and that his error arises from confusing together the senior and junior examinations, the latter of which is intended for boys of fourteen, and is suited for the amount of learning and capacity they can be expected to exhibit. But the senior candidates are required to come up to a very different standard, and we do not hesitate to say that any youth who has passed this test, and obtained the certificate, has given good evidence of a careful education and fair mental ability. Nor does the authorised report of these examinations bear out the allegation that they are conducted with any laxness; on the contrary, the number of rejected candidates is relatively large, and complaints have been made of what are considered to be the undue requirements of the examiners. We must, therefore, remain of opinion that articled clerks who have passed such an examination with credit deserve some recognition of their intellectual attainments, such as is conceded by the Bill now before Parliament.

We may add, that we entirely agree with the spirit of the provision introduced into the measure by Mr. Locke, to place managing clerks who have obtained legal experience by a service of fifteen years in their employer's office on the same footing as graduates, in respect to the period of their articles. But the intention of the amendment has been so badly carried out that, as the Bill now stands, any clerk who had been for the period named in the office of a solicitor, however manual his occupation might have been, would be entitled to the privilege. Such an absurdity could never have been intended, and we are sorry that it should disfigure the measure.

We take it for granted, as we have said above, that this useful Bill, creditable to its authors and beneficial to the profession, will be passed into law before the House rises for the vacation. But when it has been placed on the statute book, it must be regarded rather as the guide for future effort than as the consummation of what is desirable in the way of professional education. The best educated and most intelligent of the clerks now in their articles, the men on whom the future prospects of the profession rest, are continually urging the necessity for an immediate change in the method of the examinations at the Law Institution. The present plan of throwing all the subjects together, and encouraging a cram for one single effort, is as unfair as it is distasteful to the candidates who are really well prepared. Not only should more time be given for the questions, but the examination should be divided, as it is in all our universities, and some months be permitted to elapse between each trial. The interest of a student's pursuits would thus be kept alive, and peculiar proficiency in any particular branch of law would find room for display. As it is, the improvement in the attainments of the candidates has been remarkable, and we are confident that a little more attention to the administrative machinery of the examinations, coupled with the provisions of the Bill which is about to pass, would produce a considerable improvement in the average acquirements of articled clerks, while greater opportunity would be afforded for the exhibition of remarkable ability or information.

THE BENCH AND SOLICITORS.

The action for libel tried the other day before Chief Justice Erle at Warwick has excited unusual attention. The facts of this extraordinary case are as follows:—Mr. Edwards was some time ago a solicitor at Warwick. The firm with which he was connected became bankrupt in 1837 for the sum of £143,000, and paid just a shilling in the pound Besides his liabilities as a member of this firm, the private debts of Mr. Edwards amounted to £22,000. Under these circumstances, he went off to Scotland, and took sanctuary in Holyrood, where he remained for fifteen years, married, adopted his lady's name of Wood, took possession of her fortune, and on her death ventured back into Warwickshire. In the management of his property there he employed a Mr. Bateman as surveyor, and the first debt which he incurred to that gentleman was paid, though after some difficulty. Having again taken advantage of his services, he disputed the charge a second time. The dispute was at length settled, and Mr. Edwards-Wood actually transmitted the money to his agents in London, to be paid over to the agent of Mr. Bateman there. By some mistake this was not done, and Mr. Wallington, Mr. Bateman's solicitor in Warwick, doubting the solvency of Wood, proceeded to arrest him for the debt. The facts of the case from this point are thus stated by the *Daily News*:—

Wallington put the writ into the hands of a Sheriff's officer, and himself followed Mr. Edwards-Wood to the Warwick Arms, where he was stopping. It was late at night, and it was therefore difficult to obtain the money. Mr. Edwards-Wood exhibited his banker's book, which showed a balance of near £2,000. He offered a cheque for the amount of the debt, but Mr. Wallington declined to accept it. He said, "If you'll do what is fair to my client I will do all I can to help you: it appears as though you had paid the money to your agents"—and so he had—"but it has not been received by mine; but if you will do what is right to my client, who has been put to considerable trouble and expense by the delay and in endeavouring to find you, I will do my best and take your cheque." Mr. Wallington proposed, in short, that in addition to the debt Mr. Edwards-Wood should pay £10 to cover the expenses and trouble to which Bateman had been put. The memorandum which was to accompany the payment of this £10 could not be agreed upon, and ultimately Mr. Edwards-Wood spent the night in prison. Now it was alleged that in insisting upon the payment of this £10 and the signing of the memorandum Mr. Wallington had been guilty of extortion. On the trial at the last assizes, some months ago, in which Mr. Edwards-Wood sued his attorneys for this neglect in not paying to Bateman the money transmitted for the purpose, these facts transpired. Lord Campbell, who tried the cause, with a natural abhorrence for everything that savours of injustice, at once denounced this seeming attempt to extort money. Mr. Wallington, who was in court, and was probably surprised at the indiscreet zeal of the judge, requested to be heard in his defence, though, indeed, he was no party to the cause. He was heard—at least, partially—for he was not allowed to tell his own story. But having told as much as he was permitted, the Lord Chief Justice of England thus delivered himself:—"As a very grave imputation was cast upon a professional man, I thought it fit and proper he should be heard in the face of his fellow-townsmen. He has been heard, and I think he has aggravated his offence by every word he has said;

By his own confession he has perverted the provisions of the law for the purposes of extortion. I must say Mr. Edwards-Wood has acted with perfect propriety in all he did, and I think *Mr. Wallington has disgraced himself and his profession. It is most disgraceful conduct.*" In vain Mr. Wallington attempted to remonstrate. The Lord Chief Justice exclaimed, "You have disgraced yourself; you are a disgrace; stand down. I can hear no more from you."

This was severe language for a judge to use, reprehensibly severe towards a man who was not allowed every opportunity of justifying himself, still more severe towards a man of respectable standing and of hitherto untainted character. Mr. Wallington has been for twenty years a solicitor in Warwickshire, and has occupied a most respectable position. Very naturally he considered himself injured, especially as Mr. Edwards-Wood, under cover of the judicial condemnation, indulged in a series of annoyances, publishing and distributing handbills and placards through the county of Warwick, making "flagrant disclosures" concerning the case, and doing all in his power to injure Mr. Wallington. The consequence was, that the latter gentleman brought an action for libel against Mr. Edwards-Wood, which terminated, after two days' investigation, in a verdict for the plaintiff with £750 damages. Chief Justice Erle declared that Mr. Wallington had done no more than his duty to his client. It is easy to see that cases might not unfrequently arise in which a professional man might be hindered from the performance of this duty if he felt himself liable to undeserved and unmitigated censure from the bench; and we do not doubt that Lord Campbell's candour and uprightness will lead him to unsay what he uttered in a moment of misapprehension. Had he been less impatient, had he stayed for full information before speaking so hastily, he would have learned the facts stated above—the questionable antecedents of Mr. Edwards-Wood, and the existence of unsatisfied judgments against him, which justified the apparent harshness of the arrest. We have more than once had to deplore the use of unmerited and unfortunate language towards solicitors by members of the judicial bench; and in this instance we have a further duty to fulfil — we have to make known the refutation that has followed on the wrong. Mr. Wallington has suffered much, and now that Chief Justice Erle has so completely exonerated him, we can do no less than publish to the whole profession the injustice of the remarks so unadvisedly made upon his character.

The Courts, Appointments, Vacancies, &c.

HOME CIRCUIT.—CROYDON.

(Before Mr. Justice CROWDER.)

Fray v. *Foster.*—*Aug. 5.*

This was an action to recover damages from the defendant, who is an attorney, for having negligently conducted certain legal proceedings for the plaintiff.

This case arose out of some proceedings that have been frequently before the public. The plaintiff, Miss Rosanna Dupin Fray, was formerly in the service of Lord and Lady Zetland, as lady's maid, but in the year 1854, in consequence of some disagreement in the establishment, she was suddenly dismissed. The plaintiff then brought an action against Mrs. Potter, the housekeeper of Lord Zetland, for slander, and a second action against Lord Zetland, and both these actions stood for trial. The first only was tried, and it resulted in the jury giving the plaintiff a verdict with £100 damages. The action against Lord Zetland was postponed, and in the meantime a rule was granted for a new trial in the action against Mrs. Potter, and both these actions again stood for trial. The solicitor for the plaintiff in these proceedings was a gentleman named Voules, and it appeared that he made a compromise, according to the case for the plaintiff, entirely without her consent, under which he recovered a sum of £300 to settle both actions. The plaintiff, it appeared, only received £50 of this money, and she was required to sign a paper which she thought was a receipt, but which turned out to be a promissory note, and she was afterwards sued upon this note by Mr. Voules, but he failed in his action, and the note was ordered to be impounded by Mr. Justice Erle. The plaintiff then, it appeared, brought an action against Mr. Voules for negligence, the present defendant, Mr. Foster, acting as her attorney, and, according to her testimony, he buoyed her up for a long time with the idea that she was sure to succeed, and that she would recover £500 damages at least. As the trial approached, however, she represented that he changed his tone, and advised her to compromise, but she refused, and at length the case went for trial, and the result was that she only obtained a verdict upon one count in the declaration, and became liable for all the costs, and the present action was brought against Mr. Foster for alleged negligence in the manner in which he had conducted the action against Mr. Voules.

The plaintiff having deposed to many of the above facts, she was cross-examined at very considerable length, and from her answers it was evident that she was under the impression that everybody connected with the case had conspired to prevent her from getting justice. She complained very much of Mr. Hawkins, who was her counsel in the action against Mr. Voules, and said that he had dared her to mention the name of Lord and Lady Zetland, and said that he would ruin her case if she did. She also said, that after he had opened the case he immediately left the court, and the trial, which she expected would have lasted two days, was over in an hour. She likewise declared that Mr. Hawkins advised her to compromise, and told her that none of the judges would go against a nobleman, and that Lord Campbell, who tried the case, in particular would not do so. The plaintiff admitted that Serjeant Wilkins, her former counsel, had strongly advised her to compromise the original action, and that another attorney whom she had consulted in the matter refused to take up the case. It also appeared that in the action against Mr. Voules, Lord Campbell said he appeared to have acted honourably and properly, and that an offer was made to pay her £50 and all her costs, and that she was strongly urged to accept the offer, and in the result the defendant obtained a verdict upon the counts for negligence, and the five guineas damages were upon a count in trover to recover some medical prescriptions, and Mr. Voules consented to a verdict for that amount, but she was liable for the whole of the costs. The plaintiff likewise stated that she had not paid Mr. Foster a single farthing for costs during the time he had been acting for her, and although he had obtained a judgment against her, he had not taken any steps to enforce it. The plaintiff, in the course of her examination, said, that her object throughout these proceedings was to vindicate her character, and that it was impossible for her to do so unless she went into the whole of the particulars connected with the conduct of Lord and Lady Zetland, and the manner in which she had been treated by them, but she had never been allowed to do so.

Mr. *Robinson* called for the production of the records in the different actions, and also the briefs that had been delivered to the counsel who had been referred to.

Serjeant *Parry* said, that Mr. Foster had only been subpœnaed to appear and give evidence, and he was in attendance for that purpose. He was quite willing, however, that all the papers, and everything connected with the case, should be before the Court, and he had despatched a clerk for the papers, and he would no doubt very shortly return with them.

The plaintiff said, it would be impossible for the jury to understand her case unless all the papers were before them.

Mr. Justice CROWDER said, that under these circumstances he thought it would be better to postpone the trial until the papers were produced.

At a late hour of the day the case was again called on, when all the papers were put in, but none of the matter contained in them appeared to have any material bearing on the inquiry.

At the close of the case for the plaintiff, Serjeant *Parry* submitted that the evidence failed to make out the averments in the declaration, and after a long technical argument,

His Lordship decided in favour of the objection, and directed a nonsuit.

Serjeant *Parry* said, he thought it was only due to his learned friend, Mr. Hawkins, to state that he was in attendance, and would have been examined as a witness if his evidence had been required, and he would have positively contradicted the plaintiff in many of the statements she had made.

The plaintiff was then nonsuited.

(Before Mr. Justice Crowder.)

Petts v. *Turner and another.*—*Aug.* 11.

This was an action upon a breach of an agreement entered into by the defendants.

Serjeant Ballantine, in opening the case, said, that it was one of a very peculiar character. The plaintiff was a poor labouring man, living at Romford, and the defendants were attorneys, carrying on their profession in Whitechapel. In the year 1858, the plaintiff had a claim to a sum of £1,600, which was in the Court of Chancery, and there appeared to be no doubt that he was legally entitled to this money, but had no means to prosecute his claim. Under these circumstances he was introduced to the defendants, who undertook to prosecute the suit, and to find all the money that was necessary, upon the clear understanding that they were to make no claim upon the plaintiff unless they succeeded. They accordingly did what was necessary in the matter, and from time to time also advanced the plaintiff small sums of money. In February of the present year, it appeared that a clerk of the defendants, named Ellacott, called upon the plaintiff, and told him that some money must be raised, and suggested that he should accept a bill of exchange for £200. He at first refused; and it appeared that Mr. George Turner, one of the defendants, told him that if he did not accept the bills that were required of him he would throw up his case and "crush" it. Under the influence of these threats the plaintiff accepted a bill for £200, for which he agreed to give 100 per cent. interest, and the £100 that was to be advanced was to be disposed of by giving £80 to counsel, and the remaining £20 was handed to the plaintiff. The plaintiff at the same time was induced to sign two other promissory notes, one in favour of Ellacott for £300, and another for £150 to a person named Bowyer, who was also a clerk to the defendants, and which were represented to be given as compensation for the services they had rendered in getting up the plaintiff's case. The defendants assured the plaintiff that these bills were only given as a matter of form, and that he would never be troubled about them; but it appeared that the £200 bill was discounted immediately afterwards by another member of the defendant's family, and that, when it became due, the plaintiff was sued upon it, and a judgment obtained against him. The other two promissory notes had since, it appeared, been given up to the plaintiff. An award had since been made by the Master of the Rolls in favour of the plaintiff, and the defendants sent in a bill of costs for £660.

Several attempts were made by the parties to come to an arrangement without letting the case go to the jury, but they were ineffectual for some time, and the plaintiff was called, and he proved every one of the facts above narrated.

Some further discussion then took place, and, at length, it was arranged that a juror should be withdrawn, that the bill for £200 should be given up, and that nothing further should be done to annoy the plaintiff: and the defendants also undertook to pay all costs that had been incurred.

Mr. *Hawkins* said, he thought it was only just to Mr. W. H. Turner, the principal of the firm, to state that he had taken no share whatever in the transaction, which was entirely entered into by his sons. He, at the same time, also thought it right to observe that only one side had been heard, and the defendants had had no opportunity of stating their case.

MIDLAND CIRCUIT.—Warwick.

(Before Chief Justice Erle.)

Wallington v. *Edwards-Wood.*—*Aug.* 5, 6, & 8.

This was an action brought by the plaintiff, one of the firm of Wright & Wallington, solicitors, Leamington, for certain libels published by the defendant, who had formerly practised as a solicitor, in the form of a pamphlet, and of handbills and placards of the same, which purported to be as follows:—

The case of *Edwards-Wood* v. *De Gex*, tried at the Warwick Lent Assizes, 1859, before the Lord Chief Justice Campbell, with appendices; disclosing the disgraceful arrest of the plaintiff, the judge's flagellation of R. A. Wallington, solicitor; the keeping of the gaol open at midnight; and other flagrant particulars.

To this was added a supplement, the contents of which are not material. The record, which set forth the libels at length, was very voluminous, extending, we believe, over no less than 200 folios. The defendant pleaded not guilty, and moreover that the libels were true in substance and fact.

The facts of the case were these:—The defendant, Mr. Edwards-Wood, employed as his surveyor a Mr. Bateman, who had lately become insolvent. Bateman's claim of £25 for work done was disputed, and his assignee lodged a plaint in the county court to recover the amount from Wood, and eventually the matter was referred to the county surveyor. Wood, however, again employed Bateman, and again his claim, when sent in, was disputed. Wood expressed his willingness to refer, but Wallington, the present plaintiff, who was then acting as Bateman's solicitor, having urged payment on the ground of his client's want of means, declined a reference, and on April 9 issued a writ. On June 8, he wrote, offering to refer the matter, which was consequently also submitted to the county surveyor, who awarded that Mr. Wood should pay the sum claimed, deducting only £7. Wood having been informed by his solicitor that the amount of debt and costs was 86*l.* 7*s.* 9*d.*, sent a cheque to his solicitor's agents, amounting to that sum, which reached them by the 16th of August. By some unaccountable neglect or inadvertence, this amount was not paid over to Messrs. Gregory, Mr. Wallington's agents, and he, having waited until September 6, without receiving it, took out a capias, which he lodged with Squires, a sheriff's officer at Leamington, to be executed. On September 29 Mr. Wallington, being at the Rugby station, saw Mr. Wood in the Leamington train, and having by telegram informed Squires, proceeded to Leamington by the same train. He found Squires too ill to go out, and that the writ was in the hands of Bradley, a bailiff's runner at Warwick. Squires advised Wallington, who thought he had been negligent, to go to Bradley, desiring him to see that Bradley discharged his duty, and did it respectfully. Wallington went on to Warwick, found Bradley, accompanied him to the Warwick Arms Inn, and having ascertained that Wood was there, Bradley went upstairs to defendant's room and took him into custody. The order in which subsequent events occurred, the precise words spoken, and acts done in the interval between the arrest of Mr. Wood, and his conveyance to the Warwick Gaol, were matters of controversy and of conflicting evidence; but it appeared that Mr. Wood, by what seemed a strange chance, had with him his banker's book and a letter acknowledging receipt of a cheque, all of which he showed to Bradley, and which were also shown to Wallington, and satisfied the former and all others who saw them that the money had been paid, though not received by Wallington, who urged Bradley several times to do his duty. Wood displayed his cheque-book, showing a large balance at his bankers, and offered to draw a cheque, which the landlord of the Warwick Arms Inn offered to endorse. He remonstrated with Wallington, and went out about ten o'clock to endeavour to get his cheque cashed, but in vain, and returned without the money. Meantime, Wallington went to the gaol, and inquired of the gaoler when the gaol closed, and having been informed ten o'clock, he arranged with the gaoler to keep the gaol open beyond the time for the reception of Wood. Wallington then returned to the Warwick Arms, and found that the defendant's door was locked and Bradley inside with him. The defendant refused to open it, and Wallington, shaking the door, called out once or twice, "Bradley, do your duty." Going down stairs he met Mr. Newsam, a solicitor, who had been sent for by the defendant to give advice, and who assured him that the money had been paid, and that he had seen the cheques to Mr. Wood's agents, and their receipt. Mr. Wallington said that it was all fudge. Some conversation then took place between the parties as to a claim for £10 for extra expenses. The plaintiff refused to sign a document drawn up by the defendant stating that the sum of £10 was paid in discharge of a claim for extra costs while the defendant was under arrest, which he said would have rendered him liable to be struck off the rolls; and as the defendant would not agree to any other terms, the plaintiff ordered him to be taken to gaol at once, where he remained till the following day at three o'clock.

At the last assizes, an action was brought by the defendant Wood against his solicitor, Mr. Burton, of Daventry, in which that gentleman's agents appeared as the defendants, and suffered a verdict against them, with £105 damages.

Lord Campbell, the presiding judge, acquitted the then defendants from blame, but censured very severely the conduct of Mr. Wallington. Mr. Wallington, who was not a party to the cause then before the Court, requested to be heard in exculpation of himself, and Lord Campbell most willingly acceded to his request, and the following dialogue, which was handed in, ensued:—

Mr. Wallington.—I said, "Mr. Edwards-Wood, if I were to receive money under those circumstances, I should very properly have to refund it. My client would not get it, and I should stand a very good chance of being struck off the rolls."

Mr. Edwards-Wood.—Should not Mr. Wallington be sworn?

Mr. Wallington.—I have no objection to be sworn.

Lord Campbell.—Have you finished, sir?

Mr. Wallington.—Upon that, my Lord, I said to the sheriff's officer—

"The matter must be in your hands;" and as to the gaol being kept open by previous arrangement by me, I would state, the plaintiff was arrested before nine o'clock, and he wished for time to enable him to obtain cash to pay this off. I went to the gaoler to ask what time he would allow him, and to give as much time as he could. He said, "My usual time is so and so, but if it is any accommodation to Mr. Edwards-Wood, I will keep the gaol open to allow him an opportunity to pay the money." There is only this other matter, that, instead of our not applying or giving notice—

Lord Campbell.—No, no, you cannot go into that.

Mr. Wallington.—I could state circumstances. We were prevented from serving Mr. Edwards-Wood, or gaining any information. We could not obtain his address.

Lord Campbell.—As a very grave imputation was cast on a professional man, I thought it fit and proper he should be heard in the face of his fellow-townsmen. He has been heard, and I think he has aggravated his offence by every word he has said. By his own confession he has perverted the provisions of the law for the purpose of extortion. I must say Mr. Edwards-Wood has acted with perfect propriety in all he did, and I think Mr. Wallington has disgraced himself and his profession. It is most disgraceful conduct.

Mr. Wallington.—I am sorry, my Lord, to hear that is your opinion.

Lord Campbell.—I do not think there is any occasion for you to say any more. You have disgraced yourself; you are a disgrace; stand down, I can hear no more from you.

On the part of the plaintiff, proof having been given of the publication of the pamphlets and handbills which constituted the alleged libel, evidence was adduced to show that they contained an untrue and garbled account of what had occurred, and that the facts were dislocated for the purpose of establishing extortion on the part of the plaintiff.

The evidence on both sides having been concluded,

Chief Justice ERLE then summed up, directing the jury to consider—1. Whether the alleged libel was wholly true, and if they thought so, to find for the defendant. 2. Whether it was true in the substantial part of it, but untrue in some small particulars, and if so, to find for the plaintiff, with small damages. 3. Whether it was false in the substantial part which imputed to the plaintiff a vindictiveness in taking out and executing the capias, and the abuse of the process of the law to put £10 into his own pocket.

The jury retired, and on their return pronounced a verdict for the plaintiff; damages, £750.

WESTERN CIRCUIT. — BODMIN.

(Before Mr. Baron BRAMWELL.)

Spare v. *Bishop.*—*Aug.* 6.

The plaintiff was a farmer at St. Broat's, in this county, and the defendant was an attorney at Fowey. The action was brought to recover the sum of £40, which had been recovered in the plaintiff's name in the county court by the defendant in an action of replevin, for the wrongful seizure of some sheep, which were the property of the plaintiff.

The defence set up was, that the sheep, having been seized by a mortgagee of the land, a Mr. Roskilly, Mr. Hamley, a solicitor at Wadebridge, bought the sheep back, and restored them to the plaintiff, but that afterwards the plaintiff, hearing that the £40 had been recovered in his name, refused to keep the sheep, but claimed the money from Mr. Bishop, who had received instructions from Mr. Hamley not to part with the money.

Witnesses were called on both sides, and in the result

The jury found a verdict for the plaintiff for the amount claimed.

WELLS.

(Before Mr. Justice CROMPTON.)—*Aug.* 9.

Alex. Richmond was brought up for sentence. The prisoner had been indicted at the last assizes for uttering a paper which purported to be a process issued by the county court. It appeared at the time of the trial that the prisoner had obtained a number of blank forms, and a man named Snooks owing him money, he had filled up a form and caused it to be delivered to Snooks, more perhaps by way of intimidation than otherwise. The prisoner was tried before Mr. Baron Watson, and was convicted, but the learned baron postponed passing sentence until he had taken the opinion of the Court for the Consideration of Crown Cases Reserved as to whether the case came within the Act of Parliament.

Mr. Justice CROMPTON told the prisoner that the Court above had decided that his case was within the statute. It was a very bad offence, and required a severe punishment, and he should therefore sentence him to be imprisoned for two months.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FONBLANQUE.)

In re Colonel William Petrie Waugh.—*Aug.* 8.

Mr. *Linklater*, solicitor for the assignees, applied for leave to appeal against an order of the Chief Clerk in Chancery, directing that the name of Colonel Waugh should be placed upon the list of contributories of the London and Eastern Banking Corporation, in respect of nearly 400 shares. A call of £50 per share had been made upon each of these shares, and counsel had advised in favour of an appeal.

Mr. *Linklater* said that, some three or four months ago, the official manager, under the winding-up of the London and Eastern Bank, had sought to prove against the bankrupt's estate for £250,000, alleged to be the balance due on banking account of Colonel Waugh to the bank. This claim was resisted by the assignees before Mr. Commissioner Evans, who, on the ground that, under the provisions of the 7 & 8 Vict. c. 113, considering the trading of the bank was illegal, and that the debt due from the bankrupt was a debt incurred during such illegal trading, refused the application. From that decision the official manager had never appealed.

The COMMISSIONER.—With reference to the bankrupt, it comes to this—that a person who takes away the money of others—who commits robbery, in fact—can go into Spain and live there for the rest of his life, out of the reach of his creditors.

Mr. *Linklater*.—In this case that is so.

The COMMISSIONER.—I have read a book entitled the "Curiosities of Literature;" there might be one called "The Curiosities of Law." His Honour granted leave of appeal.

LAMBETH POLICE COURT.—*Aug.* 6.

Mr. Benjamin Thomas Jones, of 75, Mount-street, Grosvenor-square, who, it will be recollected, was the prosecutor in the case of "Watters and Edwards," the notorious quacks, and who obtained a conviction and eighteen months' hard labour against them, applied to Mr. Norton for his advice and assistance under the following circumstances:—

Mr. Jones said, he had undertaken the prosecution against the notorious quacks, Watters and Edwards, on public grounds, and with the view of exposing and putting down their gross practice, so injurious to the health and comfort of the unfortunate victims like himself who had become their prey. In putting himself forward in the character of prosecutor, he had not at first calculated on the serious pecuniary consequences to which he had subjected himself, and when it was all over, he found that, in addition to an immense loss of time, he had to pay the whole of the expenses of the prosecution, amounting to fifty-eight guineas. He was not a very poor nor a very rich man, and had no hesitation in acknowledging that he did not so much mind his loss of time, yet that the payment of the sum of fifty-eight guineas was more than he could afford, and the object of his application was to express a hope that his worship would kindly suggest some means, or assist him in an application to Government to get the fifty-eight guineas, or a part of it, repaid.

Mr. NORTON expressed perfect astonishment that the applicant should be saddled with the expenses in a case of such public importance, and said, it was his impression that the whole of the expenses would have been borne by the medical profession, the members of which had been so much benefited by the prosecution and punishment of a set of scamps, who were said to net £3,000 or £4,000 a-year.

Mr. Samuel Evans Smith, surgeon to the National Ear Institution, Pall-mall East, who accompanied Mr. Jones, said, that as a member of the Medical Registration Association, he could state the reason that the association did not take up the prosecution in this case was a want of funds beyond those that were necessary for proceedings before the magistrates against uncertificated and unqualified practitioners.

Mr. Smith observed, that feeling that it would be most unfair that Mr. Jones should be a loser, he had consented to accompany him to this court to take his (Mr. Norton's) opinion on the subject, and the opinion just expressed, that the medical profession should come forward and reimburse him, being one in which he (Mr. Smith) fully concurred, he begged to head the subscription list with his donation of £5.

Mr. NORTON said, that was very handsome, and a very good beginning, and if the subscription did not come up to the sum required—but of this he had little doubt—he should have no objection to apply to the Home Office for the difference.

REPORT OF THE COMMITTEE OF COUNTY COURT JUDGES, TO THE RIGHT HONOURABLE THE LORD HIGH CHANCELLOR.

July 25, 1859.

MY LORD,—In obedience to your Lordship's wish, conveyed to us by Mr. Johnson, in his letter of the 28th ultimo, we have continued the inquiry into the subject of county court impri-

sonment, which we had commenced under the directions of the late Lord Chancellor; and we now beg leave to report to your Lordship the result of our inquiry, and to forward copies of the questions we addressed to all the judges of the county courts, and the answers we have received thereto.

Your Lordship will perceive that it is the opinion of twenty-four of the judges that the power of a judge to send a person to prison for disobedience in not appearing in court to an after-judgment summons should no longer exist, in which opinion we all concur; and it will also appear that almost all the judges who consider that the power should be retained do not commit for non-appearance until they have satisfied themselves that the person summoned ought to be committed either for fraud or for having neglected or refused to pay, having had the means to pay.

It would appear, therefore, on the first glance, that the latter practically acquiesce in the opinion of those judges who think that the power to commit for non-appearance should not exist; but this is not the case, for they consider it essential that the power should be retained, because they argue that, although they do not commit until they have by inquiry, either of the plaintiff, officers of the court, or others, morally satisfied themselves that it is a fit case for committal, yet they contend that should the power to commit for non-appearance be abolished, a defendant who does not appear can seldom or never be committed, inasmuch as the judge scarcely ever can be satisfied by *legal* evidence of the defendant's ability to pay, where he is not present to be examined, and that the consequence will be that persons summoned under sect. 98 of 9 & 10 Vict. c. 95, will never attend, as they will, by staying away, effectually prevent their being committed.

We beg leave to state that we do not concur in the view thus taken, as we conceive that in nearly all cases where the party summoned does not appear sufficient evidence can be obtained to enable the judge to decide upon the question of committal.

Upon the whole, we beg leave to recommend that the law should be altered, so that no person who neglects to appear to a judgment summons should be committed unless the judge has satisfied himself that he is liable to be committed for some one of the causes mentioned in sect. 99 of 9 & 10 Vict. c. 95; but we are of opinion that no other alteration is needed, and that any limitation of the number of times for which a person may be sent to prison would operate most prejudicially upon the welfare of all classes, who, from fluctuation in the labour market or other circumstances, require credit to be given them at times.

It is obviously of immense importance to these classes that, the promises which in those times they make should be capable of being enforced, when they are again in work, or they would find in the time of need that such promises were of little avail.

We express, we believe, the feeling of all the judges when we say that any alteration of the law which would take away from the county courts the power of imprisonment would relieve the judges of a most painful duty, but would produce great misery among the working classes, who, forced to buy on credit, would hereafter only obtain it on terms which would cause those who paid their debts to pay for those who did not.

Your Lordship will perceive that with two or three exceptions the judges are of opinion that it is essential that the working classes should obtain credit on fair terms, and that they consider that the county courts enable them so to obtain it; could they not do so, in times of sickness or scarcity of work they would be compelled to resort to their parishes for relief, and their homes would be broken up.

To take away all remedy for the recovery of debts under 40*s.*, as has been suggested, we feel justified in stating would be most impolitic, and would tend in times of depression to aggravate distress, and consequently to increase discontent and its concomitant evils. It is the opinion of many of the judges that, since the establishment of the Courts, the periods of depression in trade in the north have passed over the people lighter than they used to do.

The law certainly would be a harsh law if it permitted a man to be sent to prison again and again for owing a small debt, but it does not permit any such thing. For owing a debt a man cannot be so punished, but only where he posesses the means of paying it and will not. After having suffered one imprisonment he cannot be imprisoned again unless he subsequently thereto has acquired the means of paying and still refuses. Such instances of obstinacy are extremely rare, and we would submit that it would be highly inpolitic in order to allow these few persons to indulge their obstinate feelings, to deprive all creditors of the power to compel a man to pay a debt, when he is proved to have the means of satisfying it.

The experience of the whole Courts of Request shows that when men could by remaining in prison for a certain time rid themselves of their debts they preferred to do so. The period in those courts for which a man could be imprisoned was generally 20 days for a debt of 20*s.*, 40 days for one of 40*s.*, and so on, increasing 20 days for every 20*s.* owed.

The bill introduced into the House of Commons by Mr. Collier, Q.C., provides that no person shall be committed who does not appear to a judgment summons, unless the judge is satisfied that he ought to be committed for any cause which he would be liable to be committed for had he appeared in court.

We think that so much of the bill should become law, but we cannot too strongly express our objections to the proposal to limit the time for which an obstinate person may be imprisoned, not because, as we hope we have shown, that such person ought to be punished, but because the power to compel payment, where means of payment exist, is essentially necessary for the welfare of those classes who obtain credit upon the faith of paying out of their future earnings.

The second clause of Mr. Collier's bill would, in our opinion, operate as a measure of confiscation upon the debts now due to tradesmen on the judgments of the county courts (in some cases amounting to £50, exclusive of costs), or which the creditors have allowed to be incurred, from their knowledge that, by law they could compel payment whenever their debtors might possess the means of satisfying them.

By the late Lord Chancellor's direction, we also inquired into the working of the courts so far as regards loan societies, beer scores, and the selling of goods by travelling drapers and such persons.

The questions we circulated and the answers we received we beg leave to enclose, and to recommend, so far as the second of the above subjects is concerned, that in the next session of Parliament a measure should be introduced providing that no debt for beer, consumed on the premises where sold, shall be recoverable except by action commenced within fourteen days from the time of the incurring thereof.

It does not appear to us that any beneficial suggestion can be made with reference to loan societies, and we do not propose any interference with the transactions of travelling drapers and such persons, because we think that the judges of the courts, by carefully weeding from the accounts of these persons all sums charged for goods supplied to a wife on the credit of her husband not befitting her station, or which he has not sanctioned, can prevent any ill effect which would otherwise arise from this system of trading, and because we think that when so restrained the system is not disadvantageous to the labouring classes.—We have the honour to be, &c., my Lord, your Lordship's obedient servants,

JAMES MANNING.
J. H. KOE.
E. COOKE.
J. WORLLEDGE.
W. FURNER.

JUDICIAL STATISTICS.

THE DIVORCE AND MATRIMONIAL CAUSES COURT.—This return commences with the establishment of the new Court under 20 & 21 Vict. c. 85, and the transfer to it of the jurisdiction theretofore exercised by the Ecclesiastical Courts in all suits and proceedings in matters matrimonial, except in respect of marriage licenses.

The proceedings of the Court, which commenced on the 11th January, 1858, were, in the year—

Petitions filed—		
In formâ pauperis	5	
For nullity of marriage	10	
Dissolution of marriage	244	
Judicial separation	82	
Restitution of conjugal rights	11	
		352
Applications for protection of property		50
Petitions for alimony		40
Citations issued		483
Appearances entered		204
Answers filed		134
Motions		376
Summonses		253
Total causes tried		58
Judgments given		52
Causes tried—		
Before full Court on oral evidence		22
" " on affidavit		1
" " and jury		8
Before Judge Ordinary on oral evidence		20
" and jury		7
Judgments given—		
By the full Court		25
By the Judge Ordinary		27
Applications for new trial		2
Application for a reversal of decree		1

The fees actually received were £1,549, but a proportion of the fees remain, which refer to cases not finally disposed of.

THE PROBATE COURT.—This Court, erected under 20 & 21 Vict. c. 85, has exercised from the commencement of the year 1858 an exclusive jurisdiction in all matters relating to the grant or revocation of probate of wills and letters of administration. The proceedings of the Court and of the *Principal Registry* in the above year were—

Total number of probates granted	8,398
" administrations	4,341
" caveats	820
" appearances	244
" motions	445
" petitions	4
" causes	380
Trials	8
Causes heard by judge only	19
Probates and administrations granted—	
On hearing of causes	24
On motion	253
On summons	67
Revocations of probate or administration	18
Estimated amount of fees in court and contentious business	£2,434
Amount of taxed costs	£4,237
Amount of duty stamps for probate and administration	£767,018

Probates and letters of administration are also granted in *Common Form*—that is, where the application is not contested—by District Registrars, forty in number. An account of the business in each of these separate registries is set forth, and to the return has been added the amount of duty on stamps issued for probate and administration, procured from the Comptroller of the Legacy Duty Office:—

Number granted in common form—	
Probates	12,787
Letters of administration	4,669
Number granted under direction of judge—	
Probates	12
Letters of administration	7
Number of caveats against grants of probates and letters of administration	812
Probates refused under direction of judge	4
Probates granted on decrees of county courts	3
Probate recalled or varied on decree of county court	1
Letter of administration	1
Total amount of fees received	£47,765
Amount of duty stamps for probate and administration	£436,960

COURT OF ADMIRALTY.—The registrar of this court has made an elaborate return of the proceedings in the several offices of the court in the year 1858. The following is an abstract of the chief facts, which appear in extenso in the return:—

	Suits pending at commencement of year.	Suits instituted.	Amount at which actions were entered.
Salvage	25	122	£95,460
Damage by collision	63	171	286,000
Bottomry	17	44	83,570
Actions for necessaries supplied to foreign ships	9	51	23,790
Towage	1	21	3,350
Subtraction of wages	22	88	35,550
Pilotage	—	7	900
Actions to enforce bail for the safe return of ships	1	12	6,600
Possession	1	4	—
	139	520	£535,220

The judgments and decrees of the Court are stated in each description of suits:—

Final judgment in contested causes—		
For plaintiff	105	
For defendant	25	
		130
Incidental decrees in contested causes		12
Decrees in "in personam" causes		56

The number of motions were 89, opposed 21, unopposed 68, and, with the foregoing cases, relate to the decisions of the Court. The following matters refer more particularly to the business of the registrar and his officers, and are given in complete detail in the return.

References to registrar and merchants—	
Cases heard and reported on by registrar	52
Amount of sums claimed	£96,959
Amount disallowed	£16,500
Bills of costs taxed by the registrar	192
Taxations varied or altered by the Court	2

	Bills and charges submitted.	As taxed.
Costs in "in personam" causes	£2,438	£1,998
Costs in contested causes—		
Plaintiff	14,902	11,349
Defendant	5,773	3,771
Number of instruments prepared in the registry—		
Bail bonds		238
Affidavits of justification		95
Warrants		457
Supersedeases		105
Commissions for bail		98
Subpœnas		40
Monitions, commissions, and attachments		131
Number of acts or minutes of court		3,982
Office copies issued from the registry		167

The registrar's return also includes a detailed account of the balances, receipts, and payments during the year, classed under the different heads; the claims and awards in respect of seamen volunteering in the royal navy, and the naval prize business, showing the proceeds of slave-vessels, and cargoes and tonnage bounties; the reward of salvage services; and bounties for the capture and destruction of pirates and piratical vessels; and further, the detailed proceedings of the marshal in executing the process of the Court, and in the arrest and appraisement of ships, cargoes, and freight.

JUDICIAL COMMITTEE OF PRIVY COUNCIL.—The appeals before her Majesty in Council relate to the whole empire. The number of appeals entered in the year 1858 were 58, of which 26 were from the Admiralty Courts, 1 from the Ecclesiastical Courts, 4 from the Courts of the Channel Islands and the Isle of Man, 12 from Colonial Courts, and 15 from the Courts in India. During the year 5 cases were dismissed for non-prosecution, and 68 heard and determined; on 36 appeals judgment was affirmed, on 4 varied, and on 28 reversed. The taxed costs on one side were taxed by the registrars, and therefore afford no evidence of the total amount of the costs incurred. The number of appeals (lodged since 13th June, 1853), which remained for hearing at the end of the year, were 52. The applications for extension or confirmation of letters patent were 3, of which 2 were dismissed and 1 granted. The total amount of the Council-office fees were:—

	£	s.	d.
On appeals	1,070	6	9
On letters patent	71	17	6
Total	1,142	3	3

HOUSE OF LORDS.—The judicial proceedings of the House of Lords relate to the session 1857-8, and extend to the United Kingdom. The number of appeals and causes in error presented, were—

From the Court of Chancery—	
England	13
Ireland	2
From the Court of Exchequer Chamber—	
England	9
Ireland	4
From the Court of Session, Scotland	18
From the Court of Probate—	
England	1
Ireland	1
Total	47

Of these cases 13 related to matters of real property, 28 personal property, and 6 real and personal property.

During the session 11 cases were withdrawn, 12 dismissed for want of prosecution, and 25 heard. Of these 25 cases 16 were simply affirmed, 2 affirmed with declarations, 1 simply reversed, and 6 reversed with declarations; 49 cases remained for hearing. The total amount of the fees was £1,791 2s.

THE NEXT LORD MAYOR OF LONDON.—The Home Secretary having withdrawn his Bill for the reform of the corporation of the city of London, the election of the Lord Mayor will take place next month, in accordance with ancient custom. The livery will return two aldermen, but it is not quite clear whether they will return the two senior aldermen, inasmuch as last year they passed over Alderman Carter, who was second in seniority, and returned Alderman Cubitt, M.P., with the present Lord Mayor. This year Alderman Carter and Alderman Cubitt are the two seniors below the chair, and if the livery return them, the Court of Aldermen will doubtless select Alderman Carter, who stands first; but if the livery take the same course this year which they adopted last, and pass over Alderman Carter, they will return Alderman Cubitt and Alderman Sir Henry Muggeridge, in which case Alderman Cubitt, M.P., will be Lord Mayor of London for the next year. The livery can make their choice of the following aldermen, all of whom are eligible:—Mr. Carter, Mr. Cubitt, Sir H. Muggeridge, Mr. Rose Mr. Lawrence, Mr. Hale, Mr. Allen, and Mr. Mechi, or they can, if they please, return the present Lord Mayor for re-election.—*Globe.*

THE TRIAL OF DR. SMETHURST.—It has been arranged that the trial of Dr. Smethurst for the murder of Isabella Banks, at Richmond, shall be resumed at the Central Criminal Court on

Monday next. It will be remembered that the proceedings on the former occasion came to a premature close, in consequence of the illness of a juror. It is not certain that the Lord Chief Baron will again preside; on the contrary, it is generally thought that the trial will be presided over by the Lord Chief Justice of the Court of Queen's Bench (Sir A. Cockburn). During the interval which has elapsed since the last trial, the solicitors for the prisoner have been untiring in their exertions to get up medical evidence in opposition to that of Dr. Taylor, and they express themselves confident that they shall be able to demonstrate the fallacy of Dr. Taylor's theory, on which Smethurst was committed. The prisoner is not by any means communicative to the prison authorities, and never alludes to the awful charge upon which he is detained.

Capture of Hughes, the Absconding Bankrupt Attorney.—Many of our readers will probably remember the circumstance of one David Hughes, a practising attorney, formerly of the Old Jewry, but more recently of Gresham-street, City, having issued a circular announcing his retirement from business on account of ill health, but which subsequently proved a hurried flight from his creditors, as on the examination of his books and accounts a few days after, in the preliminary proceedings of bankruptcy, it was found his liabilities exceeded £150,000—nearly £60,000 of which he had spent in interest and discount on accommodations and bills of exchange over and above his total income. There was also a misappropriation of a sum not less than £40,000 of moneys held in trust for various clients, among which number many a widow and orphan have been sufferers. He was in August last year duly adjudged a bankrupt, and a warrant was subsequently granted by Alderman Rose, at the Guildhall police court, for the apprehension of the said David Hughes, it having been ascertained that he had absconded to Australia, where he had been seen by one of his creditors, who contrived to wring a few hundreds from him towards the liquidation of his claim. The warrant was entrusted to James Brett, a very experienced City detective, who, in January last, started with full authority to bring the runaway back. The ends of justice were, however, very nearly being defeated, in consequence of the publication of the issue of the warrant in some of the weekly prints, and had it not been for the vigilance and sagacity of Brett, the bankrupt would have received the news in time to make all arrangements to have evaded pursuit. Brett therefore, immediately on the arrival of the vessel at Melbourne, and before the delivery of the mail-bags, hurried on shore, got his warrant backed by the local authorities, and placed the object of his journey in durance vile until he could ship for England. But he had more difficulties to encounter, for the bankrupt employed a very shrewd lawyer, who objected to the proceedings at every stage, before the city magistrates, Messrs. Starr, Hackett, Eades, Vaughan, Lang, Kerr, and Tuckett. The validity of the warrant, the power of the Court to order the prisoner to be taken to England, the authenticity of the depositions, every point, in fact, was disputed seriatim, in the hope of averting an unfavourable decision for the absconding bankrupt, but without avail. The magistrates decided, after several days' investigation, upon sending him to England, notwithstanding an intimation of an appeal to the Supreme Court; so that, in a few weeks, we may expect the bankrupt in London, when new revelations are likely to follow.—*Morning Star.*

General Council of Medical Registration.—At a meeting of the Council, held on the 4th inst., Dr. Alexander Wood presented the following report from the committee appointed respecting the complaint that the Council does not act as a prosecuting body:—"In regard to the complaint made in the letter to the Right Hon. the Secretary of State, relative to the prosecution of irregular practitioners, the committee is aware that exaggerated ideas have been currently entertained in the medical profession of the powers and duties of the Council in that respect, and think it right to take advantage of the present opportunity to state what the powers and duties of the council really are:—1. The Council is called on to exclude all irregular practitioners from the register, and it has exercised the greatest possible care in discharging that part of its duty. 2. The Council is called on to expunge from the register the name of any unqualified person who may obtain admission by false pretences. This power has been already exercised. 3. The Council has the power to expunge from the register the name of any practitioner who may be found guilty, in England or Ireland, of a felony or misdemeanour; or in Scotland, of a crime or offence. One offence of this nature has occurred, but the name of the convicted person having been expunged from the register for another cause, the Council need not proceed in the matter. 4. The Council has the power to expunge from the register the name of any practitioner whose name may have been struck off from the list of the members of any of the bodies which grant medical qualifications. It is no part, however, of the functions of the Council, according to the Act, to institute prosecutions at large for offences against the Act. The committee has also to add that the funds at the disposal of the Council are quite inadequate for that purpose."

The Divorce Court.—A series of tables on this subject have been published in return to an order of the House of Commons moved for by Mr. Malins. The first table shows the number of petitions for dissolution of marriage in each year, from 1833 to 1859. Up to 1839 there were only one each year; in 1840, there were three; in 1841, six; in 1842, two; and in 1843, only one again. In the next three years there were five and six annually; in 1847, ten; and in the succeeding years up to 1852, about the same number. In 1853, there were thirty—the average for the next few years. In 1857, up to the 28th of August (the date of the passing of the Act), twenty-two; and from then to the end of the year, thirty-one—together fifty-three for the entire year—the same number as that in the next year, 1858.

Evidence in Chancery.—We (*Observer*) understand that the Royal Commission will speedily be issued for the amendment of the law and evidence in the courts of equity. It will be presided over by the Lord Chancellor, and will comprise the leading law lords and other high legal functionaries.

The vacancy, caused by the death of Mr. Serjeant Clarke, in the county court judgeship, Circuit No. 25, for the towns of Oldbury, Walsall, and Wolverhampton, has been filled by the appointment of Allan Maclean Skinner, Esq., of the Oxford Circuit, Q.C., Recorder of Windsor. Mr. Skinner was called to the bar in 1834, and was made a Queen's Counsel in 1857.

The Recordership of Walsall, Newark, Lincoln, and Northampton, having become vacant by the death of Mr. Serjeant Clarke, the following appointments have been made:—Mr. W. T. Neale to be Recorder of Walsall; Mr. Fitzjames Stephen to be Recorder of Newark; Hon. G. C. Vernon to be Recorder of Lincoln; and Mr. J. Hibberd Brewer to be Recorder of Northampton.

The recordership of Clitheroe, vacant by the death of John Addison, Esq., has been conferred on T. Hastings Ingham, Esq., the judge of the Kendal County Court.

Notes on Recent Decisions in Chancery.

(By Martin Ware, Esq., *Barrister-at-Law.*)

Succession Duty—General Power of Appointment—Alien.

Re Lovelace's Settlement, 7 W. R., L. J., 575.

We had occasion to call our readers' attention to this case when decided by Vice-Chancellor Wood (see antè, p. 525). His Honour's decision has been subsequently reversed by the Lords Justices, on grounds which render it desirable to advert to the case a second time. The case arose upon a general power of appointment given to a woman by her marriage settlement in 1817, but not exercisable till the death of her husband, which happened in 1852. She exercised the power by will shortly after the death of her husband, and died in 1856. The question was, whether succession duty was payable by her appointees. The Vice-Chancellor held that the 2nd section of the Act, which enacts generally that every past or future disposition of property (including, therefore, powers of appointment) shall be deemed to confer a succession was overridden, as to powers of appointment, by the 4th section, and that the 4th section was only applicable to powers of appointment which had been *created* before the commencement of the Act. Whence it followed that the appointees in the present case would escape payment altogether. The Lords Justices, agreeing with the Vice-Chancellor, that the 2nd section includes powers of appointment, decided that it was not overridden by the 4th section, except in the cases particularly mentioned in the latter section. And they were of opinion that the case in question was not comprehended in the 4th section, and therefore the appointees must

pay duty under the 2nd. The ground upon which Lord Justice Turner held that the appointment in question did not come under the 4th section depends upon a grammatical construction of that clause different from that adopted by the Vice-Chancellor. The 4th section commences thus:—"When any person shall have a general power of appointment, under any disposition of property, taking effect upon the death of any person dying after the time appointed for the commencement of this Act, over property, he shall, in the event of his making any appointment thereunder, be deemed to be entitled, at the time of his exercising such power, to the property or interest thereby appointed as a succession derived from the donor of the power." Lord Justice Turner reads the first clause as though the words, "under any disposition of property," were in a parenthesis; and considers that the expression, "taking effect upon the death of any person dying after the time appointed for the commencement of this Act," refers, not to the disposition creating the power, but to the power of appointment itself. So that the point of time to be considered in determining whether a case comes within the section is not the date of the settlement creating the power, but the time when the power becomes exerciseable—for instance, in the present case, the death of the lady's husband. This construction certainly gets rid of much of the difficulty suggested by the Vice-Chancellor; but, on the other hand, it appears rather at variance with the grammatical structure of the sentence, for it renders the introduction of the words "under any disposition of property" quite superfluous; and the words "over property," further on, come in very awkwardly in their present position. However, in a choice of difficulties, the construction of the Lord Justice certainly makes the application of the clause to the cases which may arise much more reasonable.

The Court has also held, in this case, that there is nothing in the Act to exempt aliens, in favour of whom an appointment of English property is made under an English settlement, from paying duty in the same way as if they were British subjects.

RAILWAY COMPANY—ILLEGAL AGREEMENT BETWEEN TWO COMPANIES—AMALGAMATION OF LINES.

London, Brighton, and South Coast Railway Company v. *London and South Western Railway Company and Portsmouth Railway Company*, 7 W. R. 591 (L. C., and Turner, L.J.)

This case deserves a note, not only from the importance of the interests involved, but also as illustrating the obligation which rests upon public companies to keep within the powers conferred by their Acts. In 1847, the London and Brighton Company and London and South-Western Company obtained an Act, by which they became joint owners of a portion of railway between Havant and Portsmouth, including the Landport station, under certain conditions as to division of the profits. In 1858, a new company, the Portsmouth Railway Company, obtained an Act for a line from Godalming to Portsmouth, using part of the joint line between Havant and Portsmouth, and with power to make an agreement with the companies to whom that portion of the line belonged, for the use of their joint station at Landport. Before any agreement for the use of the station had been come to, the London and South Western Company agreed with the Portsmouth Company that the new Portsmouth line should be leased to them; and that, until an Act should be obtained for that purpose, the London and South-Western Company should use the line and account for the profits upon certain terms. The effect of this arrangement, of course, would be, that the traffic on the new Portsmouth line would be brought into the Landport station, under colour of its being the traffic of the London and South Western Company. To this the London and Brighton Company objected, insisting that the Act of 1847 only contemplated the joint use of the station by the London and South Western Company for their ordinary traffic, and that they had no right to introduce the traffic of a fresh line. With this view of the question the *Lord Chancellor* and *Turner*, L.J., agreed; and they were also of opinion that such an agreement as that which had been made between the London and South Western and Portsmouth Companies was illegal. It amounted virtually to an abandonment by the Portsmouth Company of the powers conferred on them for the public good, and the transfer of them to another company, which had no authority to accept them. This could not be done without an Act of Parliament, and the fact of the agreement being professedly only a temporary arrangement made no difference.

Notes on Recent Cases at Common Law.

(By JAMES STEPHEN, Esq., *Barrister-at-Law, Editor of "Lush's Common Law Practice," &c., &c.*)

BILLS OF SALE—CONSTRUCTION OF 17 & 18 VICT. C. 36—EVIDENCE.

Grindell v. *Brenden*, 7 W. R., C. P., 579.

By 17 & 18 Vict. c. 36, in order to prevent frauds on creditors by secret bills of sale of personal chattels, it is required that all such instruments must be *filed* in like manner as warrants of attorney given by traders are required by law to be filed, on penalty of being null and void, so far as the rights of the giver's assignees in bankruptcy or insolvency, &c., are concerned; and as against those taking the effects comprised in the bill in the execution of any process of any court authorising the seizure of the giver's goods; and as against every person on whose behalf such process shall have issued. It is, moreover, one of the requisitions of this statute that, together with the bill itself, an affidavit of the time when it was given shall be filed; and the question for the decision of the Court, in the present case (the mode of raising it being by applying for a rule calling on the master to review his taxation), was as to the proper mode of proving the fact of the affidavit in question having been filed, and that contemporaneously (as required by law) with the bill of sale itself. This, in the present instance, had been done by taking down the affidavit itself to the trial of the action—the expense of which proceeding the master refused to allow, being of opinion that the proper course was merely to produce a certified copy of the entry made in the book kept in the Queen's Bench for the purpose of registering the warrants filed under 3 Geo. 4, c. 39, and the bills of sale filed under the Act now under consideration. The only difficulty arises from the wording of 17 & 18 Vict. c. 36, s. 5, which provides that persons requiring them may obtain office copies of the bill itself, or of the copy filed, but makes no mention of the affidavit. The Court, however, upheld the ruling of the master, chiefly on the ground that, as the officer filing the bill would not be justified in making the entry in the book, unless an affidavit to the required effect was produced to him at the time, his certificate that the bill was duly filed must be taken to include a certificate that the affidavit was filed also.

ATTORNEY AND CLIENT—LIEN ON JUDGMENT, INTEREST OF.

Brunsdon v. *Allard*, 7 W. R., Q. B., 581.

The present decision—or rather the full and clearly-expressed judgments of Lord Campbell, and of Wightman, Erle, and Crompton (Justices), by which it was accompanied, and the grounds for it set forth—will tend very materially to clear up a point, misapprehension as to which has often been productive of much evil.

It is clear law that an attorney has a lien on the judgment of the Court which he assists a client to recover, but the proper application of this principle to particular cases is not always easy. Where the proceeds of such judgment come into the attorney's hand by the result of an execution authorised by the client, or by being paid over by the judgment debtor or his attorney, the path is clear, as a sufficient portion of such proceeds may be retained to discharge the costs of obtaining the judgment. But there is, so to speak, a *popular* impression in the profession, that the attorney's privilege goes much beyond this, and extends to prevent any arrangement being made against his will between the litigants, the effect of which will be to deprive him of his lien. This impression has been much strengthened by, if not founded on, certain expressions made use of by Lord Mansfield and Lord Kenyon upon this subject; which have been construed to lay it down for law that for one litigant to pay or arrange terms with his adversary, after receiving notice from the attorney not to do so till his bill is discharged, is like paying a debt which has been *assigned* after notice, and consequently is a payment in the payer's own wrong. (See *Welsh* v. *Hole*, 1 Dougl. 237; *Read* v. *Dupper*, 6 T. R. 361.)

In truth, however, as by the judgment delivered in the present case abundantly appears, no such privilege (however equitable in some cases its introduction might be) exists in law. The parties to the action are domini litis, and may make whatever arrangement of their differences may seem fit in their own eyes. The law will not, in short, prevent a plaintiff from making the best terms he can with an embarrassed or insolvent debtor, on the ground that by the proposed arrangement the interests of the attorney of one or of both parties suffer. There is only one exception to this, viz. that the Courts will, in the exercise of their equitable jurisdiction, interfere if they can see

clearly a case of collusion; or, in the words of Lord Campbell, if it is established to their satisfaction that the arrangement entered into "is a mere juggle to deprive the attorney of his costs." Even in such extreme cases, however, the practical course to be pursued, and the remedy to redress the wrong, does not seem clearly defined. Mr. Justice Crompton thinks that probably the proper way would be to apply to the Court to compel the defendant, who has made his own terms with his creditor, to pay the costs of the plaintiff's attorney; and Mr. Justice Wightman also apprehends the proper mode to proceed in such a case, to be by an application to the equitable interference of the Court. But Mr. Justice Erle appears to think that no interference would be justified, unless the circumstances showed an actual conspiracy between the parties to defraud the attorney. He says too, "the attorney can only be said in metaphorical language to have a lien on the judgment, and only in language still more metaphorical to have an equitable lien. All this language is intensely undefined, and must be very cautiously applied."

It may be here remarked, that the lien of an attorney on a judgment he has recovered for his client, even in the qualified sense above explained, attaches only to the balance ultimately to be paid over to the client upon the general and final result of the cause; and that as a consequence from this the judgment debtor is on all occasions entitled to deduct from the general costs of the cause, on their final settlement, without regard to the lien of the opposite party's attorney, the costs of special issues or of interlocutory proceedings in which such judgment debtor may have succeeded in the course of the same suit. On the other hand, no costs or damages may be thus deducted to the prejudice of the attorney's lien, which occur in the course of some *other* suit between the same parties. And as to this, there is an express rule of court for the attorney's protection (Reg. Gen. H. T. 1853; Pr. r. 63, re-enacting R. H. 2 Will. 4, s. 93).

Parliament and Legislation.

HOUSE OF LORDS.

Friday, Aug. 5.

COURT OF PROBATE (ACQUISITION OF SITE) BILL.

RAILWAY COMPANIES ARBITRATION BILL.

CHARITABLE TRUSTS ACTS CONTINUANCE BILL.

These Bills were read a third time and passed.

IMPRISONMENT FOR SMALL DEBTS BILL.

QUEEN'S REMEMBRANCER, &c., BILL.

These Bills passed through committee.

LAW ASCERTAINMENT FACILITIES BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, said, that when questions arose in this country as to the law of Scotland, &c., the Courts here ascertained the law by examining Scotch and other lawyers, which caused an enormous expense to the parties. Under this Bill, when any question arose, it would be remitted to the Court of the country, the law of which was in dispute. That Court would state the law, and would remit their answer to the Court in this country.

The Earl of DONOUGHMORE.—Does the Bill apply to Ireland?

The LORD CHANCELLOR had not specially referred to Ireland, because the law of England and Ireland was almost identical. But if any question arose in any of the Irish courts as to the law of Scotland, the Court of Queen's Bench there would remit the matter to the Court of Session in the same manner as the English Courts would do, and then the judges of the Court of Session would declare the law of Scotland, and remit their answer to the Court of Queen's Bench in Ireland.

The Bill was then read a second time.

VEXATIOUS INDICTMENTS BILL.

On the motion of the LORD CHANCELLOR, the Commons' amendments to this Bill were agreed to.

Monday, Aug. 8.

The Royal assent was given by commission to the following Bills:—The Admiralty Court Bill, the Jury Trial (Scotland) Act Amendment Bill, the Diplomatic Pensions Bill, the Criminal Justice Middlesex (Assistant Judge) Bill, the Pawnbrokers Bill, the Boundaries (Ireland) Bill, the Chief Superintendent (China) Bill, the Speaker of the Legislative Council (Canada) Bill, the Militia Ballots Suspension Bill, the Court of Probate, &c. (Acquisition of Site, No. 2), Bill, the Local Government (Supplemental) Bill, the Colonial Legislatures Power of Repeal Bill, the Barbuda Government Bill, the Vexatious Indictments Bill, the Charing-cross Railway Bill, the Lands Improvement Company Bill, and several other private Bills.

The Royal Commissioners were the Lord Chancellor, Lord Cranworth, and Lord Kingsdown.

PROBATE AND LETTERS OF ADMINISTRATION (IRELAND) BILL.

This Bill was read a second time.

IMPRISONMENT FOR SMALL DEBTS BILL.

The report of amendments to this Bill was agreed to.

LAW ASCERTAINMENT FACILITIES BILL.

This Bill went through committee.

Wednesday, Aug. 10.

PROBATES AND LETTERS OF ADMINISTRATION (IRELAND) BILL.

This Bill was read a third time and passed.

Thursday, Aug. 11.

THE STAMP DUTIES BILL.

THE ECCLESIASTICAL JURISDICTION CONTINUANCE BILL.

These Bills passed through committee.

HOUSE OF COMMONS.

Friday, Aug. 5.

THE PROBATES AND LETTERS OF ADMINISTRATION (IRELAND) BILL

This Bill was read a third time and passed.

ECCLESIASTICAL JURISDICTION CONTINUANCE BILL.

This Bill was read a second time.

LAW OF PROPERTY AND TRUSTEES RELIEF AMENDMENT BILL.

The report on this Bill was agreed to.

Tuesday, Aug. 9.

STAMP DUTIES BILL.

This Bill was read a third time and passed.

Thursday, Aug. 11.

IMPRISONMENT FOR SMALL DEBTS BILL.

The Lords' amendments were considered and agreed to.

DIVORCE COURT BILL.

The House went into committee on this Bill. The clause extending the Divorce Act to Ireland was expunged. The clause enabling the Court at discretion to sit with closed doors was withdrawn. The clause which provides that petitions for dissolution of marriage shall be referred to the Attorney-General, was also withdrawn. The following clause was added on the motion of Mr. Crawford: "The right of appeal to the House of Lords, given by the 56th section of the recited Act, shall extend to all sentences and final judgments on petitions under the Legitimacy Declaration Act, 1858.

The Bill was reported, and, on the suggestion of the Attorney-General, was read a third time and passed.

ATTORNEYS AND SOLICITORS BILL.

On the question that the amendments made in this Bill be considered,

Mr. KNIGHT complained that the Bill had been hurried through its different stages at unseasonable hours. He had no fault to find with the first clause, which professed to improve the education of solicitors by enabling law clerks who had taken a degree at a university to be admitted to practise as attorneys two years earlier than those who had not taken a degree. But under that profession of a desire to improve the education of solicitors there were concealed three or four most objectionable propositions.

An hon. member moved that the House be counted, and there being only 28 members present, the House adjourned.

FOREIGN OFFICE AND WAR OFFICE.—The premiums for designs for new Foreign and War Offices, and for block-plan for the concentration of the principal Government Offices, amounted to £5,000; the cost for fitting up Westminster-hall for the exhibition of the designs and plans was 302*l.* 7*s.* 3*d.*; and for the attendance of police during the exhibition of the

designs, 41*l.* 12*s.* 8*d.*; the cost of advertising, printing, and copying, 542*l.* 9*s.*; making a total of 5,886*l.* 8*s.* 11*d.*

ROMISH CHARITIES.—A Government Bill enacts, that endowments for unlawful purposes—that is to say, estates, &c., given for the exclusive benefit of persons professing the Romish persuasion, or for any object connected exclusively with that religion which is already by law prohibited from taking effect, by reason of its being deemed superstitious or otherwise, may be subjected to new schemes of administration. Charities for lawful purposes are not to be invalidated by the addition of an unlawful trust, but the property may be apportioned, and the whole applied to lawful purposes.

Communications, Correspondence, and Extracts.

COUNTY COURT AMENDMENT BILL.

The following communication, which originally appeared in the *Daily News*, has been forwarded to us by Mr. Blundell, but the misapprehension of that journal, and not ours, is that to which Mr. Blundell directs his observations:—

SIR,—Pray permit me to rectify a misapprehension under which you evidently labour as to the scope and purpose of the bill recently introduced into the House of Commons by Mr. Collier for limiting in some instances, and accurately ascertaining in all cases, the powers of imprisonment for non-payment of small debts at present vested in our county court judges. Read a first time on the 5th ult., a second time about ten days later, and its merits by arrangement subjected to the scrutiny of a committee of the whole House (that committee consisting of upwards of 300 members); on Wednesday, the 20th ult., it passed the ordeal entirely unscathed, no one amongst its adversaries—and it had several—venturing to divide upon it. It was read a third time *nem. con.*, upon the following day, and has little or nothing now, save grouse and partridge shooting, to contend against in the House of Lords. "No man can tether time or tide" undoubtedly, but even moderate exertion on the part of its very many noble friends and patrons will ensure its becoming law this session.

And now, sir, what after all is this measure? Simply what Mr. Collier calls it—an enactment "to abolish the power of imprisoning without hearing;"—an arbitrary power too long confided to all our county court judges, and too long scandalously abused by very many of them.

Should Mr. Collier's bill eventually become law, no county court judge will for the future be allowed—to do what?—why, to imprison, sir, for non-appearance, and non-appearance only. In other words, it will be incumbent on him, ere he pronounces sentance, to inquire at least cursorily into the circumstances of the case. No doubt this will occasion him some additional trouble; but for what, save for the trouble they either do take, or are supposed to take, do judges receive salaries?

Again, this Bill, should it become law, will most unquestionably circumscribe powers, now virtually all but unlimited; but since these learned gentlemen will still retain the power of imprisoning insolvent debtors, in all cases of fraud in the original contraction of the debt—in all cases of fraudulent making away with property with intent to defeat the honest claims of creditors—and in all cases of obstinate persistence in non-payment, when possessed of the means of liquidating a just demand, it surely cannot be contended that their authority will be unreasonably diminished.

What would they have? What is it their supporters clamour for? During the year 1858 as many as 11,501 persons were committed to gaol for debts, which, on the average, very little exceeded £3, and of those 11,501 unfortunates, no fewer than 8,361 were committed by these threescore gentlemen, or, to speak quite accurately, by fifty-nine of them, for on Circuit 3 there was not a single case of such commitment during the entire twelvemonth—for non-appearance only. Yes, sir, as matters stand, folks, under the now existing law, are sent to prison as a mere matter of course, without more inquiry than whether they are, or are not, present when their names are called out from the cause list. No one knows or cares whether the defendants are sick in hospital, or on a dying bed, hard at work and forbidden to attend, invalid, or bedridden and unable to come; whether they are ignorant and cannot read, or puzzle-pated and cannot comprehend the verbiage endorsed upon the summons; whether they are timid, and afraid to come, or obstinate, and doggedly determined to keep (as they flatter themselves they may contrive to do) out of harm's way.

"A. B.," exclaims the registrar. No reply. "Forty days!" The summons, the dead silence, and the sentence following like watchword, countersign and "pass," and so through the alphabet. I have myself heard more than twenty sentenced in little more than half an hour. Hence occurred such cases as those in which minors, and those young women, too, were sent to prison for trifling debts contracted when they were little girls in pinafores; and it well might be that, upon at least two circuits, similar dooms were pronounced against "toddling wee things," who owed ninepence for wax-dolls or lollipops. Nobody knows, nobody inquires, and nobody cares.

Yet still more flagrant is that oppressive clause which empowers county court judges to commit defendants who do not reside within their own districts; and in reference to which Mr. Stapylton, himself a county court judge, speaking from his own experience, says: "I have known many instances of labouring men and mechanics living in the county of Durham committed for forty days for non-appearance to a summons after judgment, issued out of courts from fifty to 300 miles from the county of Durham. The judges must have acted on the ex parte evidence of the plaintiffs; and what possible evidence could they have had that the defendants—working men—had the means to travel fifty to 300 miles, and refused to do so?" What, indeed? The naïveté of such a question would disarm one's indignation were the abuse of magisterial authority one whit less flagrant. But, thank God, the torrent of oppression and absurdity has spent itself—

"The force of folly could no further go."

It is worth observing that, after all, grave doubts exist whether the first section of Mr. Collier's proposed enactment will, should it be carried, alter the existing law. I say, sir, "law," and don't of course mean "practice." Both Mr. Collier and Sir H. S. Keating argued as I, ever since I became a county court reformer, have contended, that nineteen-twentieths of the myriad commitments for small debts which have spread horror and indignation throughout every corner of the land, if not illegal altogether, were most certainly not the result of any imperative and unavoidable obligation which coerced the judges—for that the power given to them by 9 & 10 Vict. c. 95, of committing—if they "should think fit"—was quite discretionary. In this opinion, it should be observed, moreover, the large majority of these learned gentlemen concur; a small minority of some fifteen or sixteen only,—believing that the words, "if he shall think fit," do not, in fact, empower any of them to consider for himself whether an incarceration he is urged to order, is or is not in accordance with what the late Philosopher Square was wont to call "the fitness of things;" but, on the contrary, enforce upon him the duty of committing, whether he 'thinks fit' or not, and render it, indeed, a mere work of supererogation upon his part, to think at all. Hence, sir, I mean from these "conflicts of the law," results the anomaly, that on one circuit the judge committed in the year 1858 no fewer than 720 debtors, while on another but 26 were during the same twelve months sent to prison; the proportion being, after making fair allowance for the difference in the number of the plaints on these two circuits, which was indeed considerable, as 26 to 230. Both judges no doubt acted conscientiously, but both extremes cannot of course be right. As it, however, availed little for any poor forlorn and friendless individual, a female farm labourer, factory girl, or orphan maid servant, for instance—who, for a debt of a few shillings, aye, or a few pence, contracted with a hawker three or four years before, in fact, when she was a little girl in bib and tucker, had been (though still a minor at the time of her commitment to a criminal misdemeanant's cell) incarcerated by the order of a county court judge;—that order made in defiance equally of common law, common justice, common decency, and common sense; as it would, sir, indubitably, little avail such a helpless one to be told, some six weeks subsequently, that is to say, at the expiration of her forty days' unjust confinement—"It is true you have been illegally and most cruelly imprisoned; but it is also true that you are poor, and consequently our law affords you no redress whatever;"—Mr. Collier and his supporters deemed it best upon the whole to re-enact, in a declaratory form, and in the simplest, plainest, and most concise language possible, what had in fact, as they believe, at all times been the law. The result, thus far, your readers are acquainted with.

One word, sir, as to the apprehended injury which will accrue in consequence of the contraction of credit which it is fancied will be consequent upon the passing of Mr. Collier's

Bill. Can it be supposed that petty shopkeepers and pedlars part with their goods, relying, not on the honesty or position of their customer, but on their power of imprisoning him in cases where he not only possesses nought to pay withal, but is allowed on all hands to be an honest man? If not, what harm will the proposed change in the law do to them? If so, the sooner such a loose mode of doing business is checked the better. Was credit quite unknown among them prior to 1847? The real evil is, sir, not that petty shopkeepers and hawkers won't give any credit, but that they give it recklessly and without inquiry. It is not, moreover, a question of whether eighty days shall or shall not be a sufficient imprisonment to condone a debt of £50 due from an honest man. True it is, that £50 is the highest sum in respect of which a county court judge ever can imprison, as 9*d.* is the lowest sum in respect of which a county court judge ever has imprisoned a defaulting debtor; but the practical result is this—during the year 1858, the average amount for which committals were ordered by county court judges was 3*l.* 14*s.* 4*d.* Eighty days' imprisonment might, methinks, expiate the non-payment even of a larger sum in all cases in which no fraud is proved against an insolvent.—I am, &c.,

B. Blundell, F.S.A.

Library, Law Institution, London, August 1.

P.S.—You are right in saying that the report of the Select Committee of County Court Judges has been but just received. That is the truth, but it is also true that their report has been of set purpose delayed by them. The late Chancellor, Lord Chelmsford, so long ago as April last, confided to them the task which they did not execute till the 27th of July. There is the less excuse for this, as they had nothing to do but send round circulars to their fraternity, they having positively refused—teste meipso—to receive oral evidence.

The Law of Attorney or Solicitor and Client.

(By J. Napier Higgins, Esq., *Barrister-at-Law.*)

III.

Proceedings before Judicial Tribunals.

(*Continued from page* 764.)

Change of Attorney by the Client pendente lite.—We have already seen under what circumstances an attorney may withdraw from a suit, against the will of the client. Let us now inquire under what circumstances the client can dismiss his attorney from a suit, during its pendency. It is first to be observed, that a change of the attorney of a party to a suit may be considered not only with relation to the attorney so removed, but also to the opposite party. The latter, of course, ought to know with whom he and his attorney are to treat, and who is, for all the purposes of the suit, the attorney of the other side. It is only necessary, however, for our present purpose, to inquire into the rights and obligations of the attorney, whom his client proposes to remove from the record and the conduct of the suit.

In a common law action, the attorney may be changed at any stage upon the order of a judge (Reg. Gen. H. T. 1853); *Davies* v. *Lowndes* (3 C. B. 808). The order is made on a summons by the client calling upon the attorney on the record to show cause why another attorney should not be appointed in his stead; it cannot be made upon an ex parte application, and there must be a previous summons; *Gillow* v. *Rider* (15 C. B. 729). Under the old practice, when pending a suit, a party obtained a judge's order for changing his attorney, it was unnecessary to file a new warrant; *Wood* v. *Plant* (1 Taunt. 44).

The order for changing the attorney in an action at law is usually drawn up on payment of the attorney's taxed bill in the cause; the general rule in courts of common law being, that he is entitled to be paid his bill before he is dismissed. Where the order is made for change of the attorney upon payment of costs, and the bill of costs is delivered, if the client does not have it taxed, or pay the amount, the attorney may get the order rescinded.

No order is necessary for the appointment of another attorney on the death of the attorney on the record (Anon. 12 Mod. 440); but of course notice must be given to the opposite party of the appointment of a new attorney, before the latter can take any proceeding; *Ryland* v. *Noakes* (1 Taunt. 342; and see *Ashley* v. *Brown* (19 L. J., Q. B., 477).

In the Court of Chancery, an order for the change of a solicitor may be obtained as of course, upon a petition for that purpose at the Rolls, unless where the circumstances appear to be such as may require the judgment of the Court:—See "Tripp's Chancery Forms," p. 123, form 197. There is generally, however, a material difference as to the rights of the solicitor, in a case where his client dismisses him from the suit, and where he retires from the suit against the will of the client.

If a client discharges his solicitor, the Court will not take the papers from the latter, unless upon payment of his bill; as to which we shall have occasion hereafter to speak at length, under the head of an attorney's lien. But where a solicitor declines to proceed with a suit in Chancery, he will generally be ordered, though his costs are unpaid, to deliver up the papers to the new solicitor of the party, upon his undertaking to hold them subject to the former solicitor's lien for what shall be found due to him on the taxation of his bills of costs; *Colegrave* v. *Manby* (Tur. & Russ. 400); *Griffiths* v. *Griffiths* (2 Hare 587); and see *O'Dea* v. *O'Dea* (1 Sch. & Lef. 315); *Cowell* v. *Simpson* (16 Ves, 281); *Morgan* v. *Taylor* (7 W. R. 285). At all events, he cannot refuse to allow the new solicitor to see his client's papers, and to make such use of them as is necessary for proceeding with the suit; or else he must himself attend the Court with them; *Commerell* v. *Poynton* (1 Sw. 1). But where the relationship of attorney and client is terminated by the act of the client, the Court will be very slow to impose any active duty upon the former, unless the client has first discharged his duty by paying the costs due to the attorney. Thus, a bankrupt who had employed a solicitor to procure the signatures of creditors, and afterwards ceased to employ him, was held not to be entitled to make the solicitor prove the signatures until his costs were paid; *Ex parte Shore* (1 Deac. & Ch. 509).

In *Cane* v. *Martin* (2 Beav. 584), after a demurrer was allowed, the plaintiff's solicitor refused to proceed with the suit or to deliver up the papers until his bill was paid, upon the ground that it was impossible to prosecute the suit successfully; and after some doubt, Lord Langdale, M.R., held that the original solicitor must deliver the papers to the new solicitor of the plaintiff, he undertaking to prosecute the cause with diligence; and such order was to be without prejudice to any right of lien and re-delivery, after the hearing of the cause.

The usual order in such cases is, that the delivery of the papers is to be without prejudice to the lien of the solicitor on delivering them, and upon an undertaking to return them undefaced within ten days after the hearing; *Heslop* v. *Metcalf* (3 Myl. & Cr. 183).

So, where there was a dispute as to the mode and extent of a solicitor's remuneration, and he refused to proceed in the cause until it had been settled, and also refused either to accept a sum less than what he claimed for costs, or to deliver up the client's papers, Sir J. Romilly, M.R., ordered him to deliver up the papers to a new solicitor, upon his undertaking to proceed with due diligence, and to hold them subject to the existing lien of the original solicitor in the cause; *Wilson* v. *Emmett* (19 Beav. 234).

But where a person has employed a *firm* of solicitors, he has the option of changing, without payment of his bill of costs, and of having his papers delivered to a new solicitor, upon a dissolution of the partnership of the firm; for a dissolution of a partnership of solicitors operates as a discharge of the firm by their clients, if they wish to avail themselves of it. Thus, where a party has employed in a cause a firm of two solicitors in partnership, the retirement of one of such partners was held to operate as a discharge of the client by the solicitors, and thereupon the client was declared to be entitled to require that the papers in the cause should be delivered to his new solicitor, upon the usual undertaking; *Griffiths* v. *Griffiths* (2 Hare, 587).

If there be any peculiar circumstances in the case, the effect of which might be to induce the Court, if it were acquainted with them, to refuse making an order for the change of the solicitor, it is improper to obtain an order as of course at the Rolls. Accordingly, in a case where a solicitor was mortgagee of certain shares of a fund in court in a cause, and the mortgage deed contained very special provisions as to the conduct of the suit by the solicitor, on behalf of the mortgagors, who were defendants in the cause, Kinderaley, V.C., discharged an order for changing the solicitor which had been so obtained, upon the ground that under the circumstances a special order was necessary; *Jenkins* v. *Bryant* (3 Drew, 70; s. c. 3 W. R. 30). There is a similar practice at common law, and under some circumstances a judge will refuse to make an order for changing the attorney in an action; *Wynne* v. *Wynne* (2 s. c. W. R. 615; 9 Dowl. 396).

Extent of attorney's authority.—The extent of an attorney's authority depends, of course, upon what is expressed or implied by his client's retainer. A general retainer enables the attorney to accept service of process and appear for the client,

but not, as we have already seen, to commence an action at law, or institute a suit in equity for him; *Wilson* v. *Wilson* (1 Jac. & W. 457); *Wright* v. *Castle* (3 Mer. 12). A special retainer gives authority only in reference to its particular subject-matter. Thus, if an attorney is employed to bring an action, he has not thereby authority to accept service of process in a cross action; but when he is employed as attorney in the cause, he remains so until it is finished, or until he is displaced by another. (See cases collected in "Stephen's Lush's C. L. Pr." 182.)

Liability of client for unauthorised proceedings of attorney.—It is sometimes a question of great difficulty as to how far a client is liable, not to his attorney, but to other parties, in consequence of proceedings against them, or by which their rights have been affected, by an attorney in the name, but without the authority, of the client, for the particular proceeding or act complained of. In some cases, as we shall see, a client is precluded from denying that his attorney has acted without authority; but of course this rule is necessarily subject to many restrictions.

As a general rule, an attorney is so completely the agent of, and substitute for, his client in proceedings before judicial tribunals, that the client is bound by every act of his attorney, however hard upon the client, provided it be done in the ordinary course of procedure, unless the attorney is guilty of fraud or collusion with the opposite side. Unless there be fraud or collusion, or at all events distinct knowledge by the opposite party, that the particular act of the attorney is forbidden or unauthorised by his client, the only question is, whether the act is properly within such general authority of the attorney as may be presumed from the professional relation between him and his client.

The attorney represents his client throughout the cause from its commencement to its termination; *Richardson* v. *Peto* (9 Dowl. P. C. 76, per Tindal, C. J.); *Rex* v. *Addington* (Sawyer, 259): and the client of course is bound by whatever acts of his attorney in a cause, or in reference to a cause, are properly the business of the attorney to do; and thus, as between the client and the opposite side, the client is bound by whatever form of action or proceeding his attorney adopts, even though it is improper; and so, if he pleads an improper plea, &c.; *Payne* v. *Chuter* (1 Roll. Rep. 365); and see *Parsons* v. *Lloyd* (3 Wils. 341); *Bates* v. *Pilling* (6 B. & C. 38); *Codrington* v. *Lloyd* (8 Ad. & Ell. 449). Thus in *Latuch* v. *Pasterante* (1 Salk. 86), where the plaintiff's attorney signed judgment, for want of the defendants joining issue in due time, but afterwards the attorney consented to accept the joinder in issue, the plaintiff was held to be bound by the consent of his attorney.

(*To be continued.*)

The Provinces.

WAKEFIELD.—*The Attack on the Right Hon. James Stuart Wortley.*—In reference to this occurrence, Mr. Wortley has addressed the following letter to Mr. Marsden, of Wakefield, the solicitor for the West Riding:—

Upper Sheen House, Mortlake, S. W., Aug. 3.

My dear Sir,—I am very grateful for the sympathy of my friends upon the occasion of the late injury attempted upon me on Monday night; but it was more trivial than appears to have been supposed. It is quite true that something was thrown from the crowd by which I was surrounded with sufficient force to penetrate my hat, and cut through the skin to the bone; but the blow was not a heavy one, and produced no serious effect; and I think it very probable that it was nothing but a sharp-edged stone, picked up from the street. I am far from identifying the whole crowd, however hostile, with this cowardly blow from behind, and I have far too good an opinion of your community to believe that this solitary act of one person was any part of an organized intention to insult me. I am very anxious, therefore, that more should not be made of this matter than it deserves, and especially that no proceedings should be taken upon it. Such a course would create further irritation, and perhaps do injustice to the innocent (though the depositions you have sent me are perfectly correct as to the transaction), and would expose the witnesses to risk of violence. Whether it was some thoughtless boy, such as the greater part of the crowd consisted of, or a grown man, I equally forgive him; but if it was the latter, I pity also his ignorance alike of the privilege of an Englishman to express his political hostility by any fair means, and of what is due to an adversary who would not willingly injure him or any of his fellows.—I remain yours very truly,

J. STUART WORTLEY.

John Marsden, Esq.

Ireland.

EXPENSES OF PROSECUTIONS AND WITNESSES.—A circular, it appears, has just been issued by the Under-Secretary for Ireland to the different county treasurers, informing them that it is the intention of the Government to defray all expenses attending prosecutions and witnesses at assizes and quarter sessions for the year ending March 31, 1860, out of the public revenue. A return is to be made by the treasurer after each sessions and assize of such expenses, which he is to forward to the Secretary of the Treasury. This step has of course given great satisfaction, a heavy burden being thus taken off the shoulders of the ratepayers and placed upon those of the Consolidated Fund. The sums already paid on account of such expenses since the 1st of April last, will be refunded to the credit of each county.

DEATH OF EX-BARON PENNEFATHER.—The death of the venerable Richard Pennefather, who, not very long since, retired from the Court of Exchequer, of which he had been an ornament for upwards of thirty years, took place suddenly on Sunday last, at his residence, near Clonmel. The lamented gentleman had attained a patriarchal age, and could have wanted but few years of fourscore and ten. He was called to the bar in 1795. He left Dublin in perfect health on Saturday morning in company with his medical attendant, and bore the journey to Clonmel remarkably well. He expired on the following morning at half-past seven o'clock.

THE NEW JUDGE IN BANKRUPTCY.—The *Evening Mail* says that the judgeship, vacant by the death of the Hon. Patrick Plunkett, has been conferred upon Mr. David Lynch, Q.C. The appointment is likely to be popular. Mr. Lynch is a Roman Catholic, but has never taken a prominent part in politics.

CRIME IN IRELAND.—A blue-book lately issued from the office of the printers to Parliament contains tables showing the number of persons committed or held to bail for trial at the assizes and sessions in Ireland in the past year, 1858. The number of commitments for trial in 1858 was 6,308, being a reduction of 12.51 per cent. on those of the previous year. The decrease extended to all classes of crime. The greatest proportional decline is exhibited in class 2, "forgery and offences against the currency." A very marked reduction is also noticeable in offences against property committed with violence. The convictions last year were 3,350, or 53.11 per cent. of the committals, against 6,308. 18 persons were found to be of unsound mind. Five of the convicted culprits were consigned (or sentenced) to the scaffold, four were sentenced to penal servitude for the term of their natural lives, five for 15 years, 57 for 10 years, 13 for six years, 141 for four years, and 120 for three years and under; the rest were sentenced to imprisonment for three years and under, besides 488 whipped, fined, or discharged. Between 1855 and 1856 the decline in male committals was 15.32, and that of females 33.11 per cent. In 1857 the male committals exceeded those in 1856 by 7.08 per cent., while the females exhibited a reduction of 12.48 per cent. The prisoners of 1858 were less educated than those of 1857, but still far in advance of those committed in any of the years between 1852 and 1856. The proportion of prisoners returned as "able to read only" is, however, below every one of the years included in the table. 1,726 could read and write, 838 could read only, 2,201 could neither read nor write, and of 1,543 the degree of instruction was not ascertained. The continued decline of juvenile prisoners (under 17 years of age) is a gratifying feature of these returns. The total commitments last year were in the proportion of one to every 1,039 of the population; in 1857 it was one in every 909, and in 1856 one in every 923.

The chairmanship of the county of Louth, vacant by the promotion of Mr. Lynch, has been conferred upon Mr. Leahy, Q.C.

Births, Marriages, and Deaths.

BIRTHS.

BUCKLE—On Aug. 9, at York, the wife of Joseph Buckle, Esq., of a daughter.

BURGON—On Aug. 7, the wife of William Burgon, Esq., Solicitor, Croydon, of a daughter.

COLES—On Aug. 3, the wife of John Henry Campion Coles, Esq., Solicitor, of Eastbourne, of a daughter.

CREERY—On Aug. 6, at Ashford, Kent, the wife of Leslie Creery, Esq., Solicitor, of a son.

HARRISON—On Aug. 5, at Southampton-street, Bloomsbury, the wife of F. J. Harrison, Esq., Solicitor, of a son.

POLLARD—On Aug. 9, at 5, Gloucester-crescent North, Hyde-park, the wife of George Octavius Pollard, Esq., of a son.

RAFFLES—On Aug. 3, at 21, Canning-street, Liverpool, the wife of T. Stamford Raffles, Esq., Barrister-at-Law, of a daughter.

ROBINSON—On Aug. 7, the wife of William Tooke Robinson, Esq., of a son.

WARAKER—On Aug. 9, at Cambridge, the wife of Thomas Waraker, Esq., LL.D., Barrister-at-Law, of a son.

MARRIAGES.

BALIEFF—SAUNDERS—On Aug. 3, at Stretford church, by the Rev. E. Birch, rector of St. Saviour's, Manchester, John M. Balieff, Esq., of Manchester, to Elizabeth, eldest daughter of the late James Saunders, Esq., Solicitor, of that city, formerly of Tamworth-house, Burnage.

BOND—PATTEN—On Aug. 4, at St. Pancras Church, by the Rev. Richard Bond, rector of Pulham St. Mary, Norfolk, brother of the bridegroom, assisted by the Rev. T. Pelham Dale, rector of St. Vedast, Foster-lane, and afternoon lecturer of St. Pancras, Barnabas Bond, Esq., of Alburgh, Norfolk, to Rebecca Ann, daughter of James Patten, Esq., of Upper Woburn-place.

DOWGLASSE—CARDALE—On Aug. 4, at the Catholic Apostolic Church, Paddington, Catherine Newton, fourth daughter of the late Thomas Dowglasse, Esq., to Edward Cardale, Esq., of 2, Bedford-row, London.

EGERTON—THOMPSON—On Aug. 4, at St. Paul's, Fazeley, Henry Egerton, Esq., of Lincoln's-inn, and Hanover-terrace, Regent's-park, to Anne, daughter of the Rev. Cyprian Thompson, incumbent of Fazeley.

HODGSON—CLIPPERTON—On June 11, at Christ Church, Hawthorne, near Melbourne, by the Rev. Wm. Wood, B.A., the Hon. Major Hodgson, M.L.C., of Studley, to Isabella Angell, eldest daughter of John Clipperton, Esq., Solicitor, Richmond, Victoria, formerly of Bedford-row, London.

MARTIN—MARTIN—On Aug. 9, at Trinity Church, Tredegar-square, Bow-road, Charles Martin, Esq., Solicitor, of Strood, Kent, to Emma, only daughter of James Martin, Esq., Surveyor to Lloyd's Register of British and Foreign Shipping, London.

SCARISBRICK—HUDDLESTONE—On Aug. 3, at the parish church, Kendal, by the Rev. R. C. M. Rouse, J. C. Scarisbrick, Esq., Solicitor, to Jane, eldest daughter of the late John Huddlestone, Esq., Elterwater-hall.

SHARP—ROWE—On Aug. 3, at St. George's, Hanover-square, Charles Kirkpatrick Sharp, Esq., Solicitor, of 1, Circus-place, Finsbury-circus, to Emma, daughter of the late E. C. W. Rowe, Esq., Surgeon.

SURTEES—BOSWORTH—On Aug. 9, at St. James's Church, Piccadilly, Sir S. Villiers Surtees, Chief Justice of the Mauritius, to Barbara Eliza, only daughter of the late Rev. William Bosworth, of Charley-hall, in the county of Leicester.

WATHEN—GALE—On Aug. 4, at the parish church, Norwood, by the Rev. Knight Gale, incumbent of St. Andrew's, Bradford, brother of the bride, assisted by the Rev. Adam Compton Thomson, curate of Norwood, John Beardmore Wathen, Esq., of Ladbroke-square, Kensington-park, to Emma Gale, the niece and adopted child of George Knight, Esq., of Norwood-green, Middlesex.

WRAY—CROFTON—On June 27, at the Old Cathedral, Calcutta, by the Lord Bishop, George Octavius Wray, Esq., J.P., a Judge of the Court of Small Causes, Calcutta, to Melesina, daughter of the late Rev. William Crofton, rector of Skreene, county of Sligo, and sister of the Rev. H. Woodward Crofton, H.M.'s Chaplain at Rangoon.

DEATHS.

BENNETT—On Aug. 9, of diphtheria, Lucy Jane, daughter of Rowland Nevitt Bennett, Esq., of Cornwall-terrace, and Lincoln's-inn, aged 10 years.

CAMPBELL—On Aug. 1, at Thornville, Ryde, I. W., of consumption, in her 18th year, Jane Piggott Campbell, fifth daughter of the late Angus Campbell, Esq., of Mary's-hill, Tobago, W. I., and granddaughter of the late Hon. Elphinstone Piggott, Chief Justice of the same island.

CLARKE—On July 31, at Wolverhampton, in the 75th year of his age, Nathaniel Richard Clarke, Esq., Serjeant-at-Law, Judge of the County Courts of Wolverhampton, Oldbury, and Walsall, and Recorder of Lincoln, Newark, Northampton, and Walsall.

JONES—On Aug. 3, at Liskeard, Cornwall, John Jones, Esq., aged 70. He filled the office of magistrate of that borough for more than 20 years, with the judgment, integrity, and honour for which through life he was so remarkable.

LONGDEN—On June 16, at Futtepore, where he was staying for change of air, in his 40th year, Edward Harcourt Longden, Esq., of Allahabad, late of Agra, third son of the late J. R. Longden, Esq., of Doctors' Commons.

SIM—On July 2, at Rio de Janeiro, on board the ship Ida Zeigler, from accidentally falling down the hatchway, Robert, the eldest and beloved son of William Sim, Esq., of Windsor, Berks, and Danes-inn, Strand, aged 19.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ATKINSON, WILLIAM, Surgeon, Wallingford, Berks, £33 : 6 : 8 Old South Sea Annuities.—Claimed by WILLIAM ATKINSON.

BELL, JOHN, Esq., New Broad-street, One Dividend on £42 : 10 : 0 per annum Long Annuities.—Claimed by CHARLES POTT, acting executor of Ann Bell, deceased, who was the sole executrix of the said John Bell deceased.

BENNETT, CHARLES FOX, Merchant, Bristol, and ANN FIELD, Widow, Stamford-inn, £22 : 9 : 7 Three per Cent. Consols.—Claimed by CHARLES FOX BENNETT, the survivor.

BOWER, JAMES, Esq., Melcombe Regis, Dorset, deceased, £333 : 4 : 8 Three per Cent. Consols.—Claimed by the Rev. JAMES HENRY BOWER, WILLIAM ELIOT, and WILLIAM BOWER SCOTT, the executors.

GLEED, Rev. GEORGE, Chalfont St. Peter's, Bucks, £305 : 18 : 3 Consols.—Claimed by GEORGE GLEED.

GOULBURN, EDWARD MEYRICK, Esq., Balliol College, Oxford, £70 Consols.—Claimed by Rev. EDWARD MEYRICK GOULBURN, D.D.

HULL, THOMAS, Gent., Charlton-crescent, Islington, £52 : 15 : 10 Reduced.—Claimed by JOHN BLOUNT PRICE, the surviving executor.

MANNING, WILLIAM, Esq., Totteridge, Herts, CLAUDIUS STEPHEN HUNTER, Esq., Totteridge, Herts, THOMAS BOYCOTT, Esq., Rudge, Salop, and JOHN KNIGHT, Esq., Rudge, Salop, One Dividend on £2,000 3 per Cents.—Claimed by EMMA BOYCOTT, Spinster, sole executrix of Thomas Boycott, deceased, who was the survivor.

MILLES, Rev. RICHARD, Sloane-street, MICHAEL DUNSTONE, Gent., JAMES BROWN, Gent., and JOHN LIBBY, Gent., all of Kea, Cornwall, £200 Consols.—Claimed by Rev. RICHARD VAUTIER, FRANCIS TEMPLE, and HENRY MICHELL, limited administrators of Rev. Richard Milles, deceased, who was the survivor.

PERRY, Rev. CHARLES, Trinity College, Cambridge, now Bishop of Melbourne, Three Dividends on £1,000 3¼ per Cents.—Claimed by Right Rev. CHARLES PERRY, D.D., Bishop of Melbourne.

PIGOT, MARY ANNE KEARSLEY, Spinster, Woodlands, Lancashire, £295 : 9 : 4 New 3 per Cents.—Claimed by MARY ANNE KEARSLEY PIGOT.

TYLER, HARRIET, Spinster, Hornchurch, Essex, £400 Consols.—Claimed by MARIA MASHITER, wife of Octavius Mashiter, administratrix with the will annexed.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere.*

BARKER, WILLIAM BURKHARDT, Esq., late of Regent's-park-terrace, Regent's-park (who died at Sinope, in Turkey, on or about Jan. 28, 1856). Barker and others *v.* Barker, M. R. Nov. 5.

WALFORD, ISAAC, Brewer, Halsted, Essex (who died in or about Oct., 1849). Lillie *v.* Wilson, V. C. Stuart. Nov. 1.

LANGLEY, WILLIAM, Comedian, Glasgow (who died in or about May, 1859). Parsons *v.* Parsons, V. C. Stuart. Nov. 8.

STALLION, WILLIAM, Gent., Briming-hall, Hughenden, Bucks (who died in or about Feb., 1859). Ayers *v.* Scott, M. R. Nov. 2.

English Funds.

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank Stock	223 ¼	..	223	222 3	223 2	..
3 per Cent. Red. Ann...	95⅞ ¾	95⅞ ¾	95⅛ 7	95⅞	95¾ ⅞	95⅞ ¾
3 per Cent. Cons. Ann...	95 ⅛	95¾ ⅞	95⅛ ⅞	95⅞ ⅞	95¾ ⅞	95⅞ ⅞
New 3 per Cent. Ann...	95 ⅛	95 ⅛	95⅞ ⅞	95¾ ⅝	95½	95⅞
New 2½ per Cent. Ann.	..	..	79½	..	..	..
5 per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	11-16	11-16	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	18	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	18	..	..	15-16	..	18
India Stock............	..	..	..	..	220½ 21	219
India Loan Debentures..	94½	93½	93½ ¾	94	94½	94¼
India Loan Scrip.	..	93	94½	..	..	..
India Bonds (£1,000) ..	..	..	8s d	4s d	..	..
Do. (under £1000)	..	..	3s d	..	..	..
Consols for account	..	95¼ ⅜	95⅛ ⅜	95⅞ ⅜	95⅜ ½	95⅞ ¾
Exch. Bills (£1000) Mar.	27s30s p	30s27s p	27s26s p	..	28s5s p	28s5s p
Ditto June....	..	..	..	..	..	..
Exch. Bills (£500) Mar.	..	..	27s26s p	..	..	..
Ditto June....	..	..	..	..	..	..
Exch. Bills (Small) Mar.	27s30s p	..	27s26s p	26s30s p	25s28s p	..
Ditto June	..	..	..	..	..	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Ditto (under £1,000) ..	..	..	..	..	..	..

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	98½	98½ 7½	98	98½	..	..
Caledonian............	83½	82½ ¾	82½ 1½	82 1½	81½ 2½	82½
Chester and Holyhead..	..	..	..	..	..	..
East Anglian	15	14⅞	..	..	14⅝	..
Eastern Counties	58½ ⅜	58½ ½	58½ ¼	..	57½	56½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	29 8½	..	..	..	..
East Lancashire	95	95	..	..	..	..
Edinburgh and Glasgow	..	..	..	..	..	..
Edin. Perth, and Dundee	..	26	..	..	26	..
Glasgow & South-Westn.	..	..	..	..	..	26½
Great Northern	101	102	..	..	..	101½ ¼
Ditto A. Stock	82	83	83	..	..	..
Ditto B. Stock	..	132	132	133	..	..
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	59½	60 59½	59½ ¾	59½ ¼	59½ ½	59
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	95⅞ ½	95⅞ ¼	95⅜	95	95½	95½
Lon. Brighton & S. Coast	110	111	110	110 9½	110 9	109½
London & North-Westrn..	93⅞ 4½	93⅞ 4½	94½ 3⅞	93⅞ 4	94 3⅞	93⅞
London & South-Westrn.	94½ 4	94½ 3⅞	..	93½ ⅞	93½	93½
Man. Sheff. & Lincoln..	..	35⅜	35⅞ 6	..	35½	..
Midland	104½ ¾	104⅞ ½	104¾ ½	104½	104½	104½
Ditto Birm. & Derby	..	..	..	..	..	..
Norfolk	..	62	61½ ¾	60½	..	..
North British	..	..	58 7½	57¼	..	..
North-Eastern (Brwck.)	92	92½	92½ ¾	91⅞ ½	..	91
Ditto Leeds	..	45½ 4½	44½	..	44½ 5	..
Ditto York	..	74½ ⅜	74½	..	..	..
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	31½	..	..	..	..
Scottish Central	..	..	—	..	..	..
Scot. N.E. Aberdeen Stk.	25	25	..	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	45	..
South Devon	..	..	..	44	..	44½
South-Eastern	73½ 4	74½ ⅜	74½ 4	74½ ¼	74⅜	74⅜ ¼
South Wales	..	61 3	61½	..	..	..
Vale of Neath	..	..	65	..	..	..

Estate Exchange Report.

AT THE MART.

By Messrs. PETER BROAD & PRITCHARD.

Freehold House, No. 29, Wyndham-street, Marylebone; let on lease, at £47 per annum.—Sold for £715.

Leasehold, Two Villa Residences, Nos. 9 & 10, Kennett-terrace, Richmond-road, Hackney; term, 92 years from Midsummer, 1853; ground-rent, £42 per annum.—Sold for £530.

Leasehold Residence, No. 36, Burton-crescent, St. Pancras; held for 94 years from March, 1812; ground-rent, £31 : 10 : 0 per annum; estimated annual value, £70.—Sold for £200.

Leasehold, Three Cottages, known as "Bloomfield Cottages," and three houses and shops, Kensal-road, Kensal-town; term, 25 years from Midsummer, 1859; ground-rent, £26 per annum; let at £66 : 12 : 0 per annum.—Sold for £155.

Freehold House, No. 21, Gillam's-court, Rotherhithe-street, Rotherhithe.—Sold for £90.

By Messrs. ROBERTS & ROBY.

Plot of Freehold Building Ground, Princes-street, and four houses, Nos. 3 to 6, Eagle and Child-court, Lambeth; let at £33 : 3 : 0 per annum.—Sold for £340.

Copyhold Houses, Nos. 16 & 17, Princes-street, Lambeth; let at £27 : 6 : 0 per annum.—Sold for £220.

Freehold House and Shop, Caroline-street, near the Canal-bridge, Old Kent-road; annual value, £25 per annum.—Sold for £145.

By Messrs. WINSTANLEY.

Copyhold Premises, Vauxhall-walk, Vauxhall, comprising wheelwright's-shop, dwelling-house, yard, and a plot of ground, Glasshouse-street, with stable, chaise-house, counting-house, &c.; let at £72 per annum.—Sold for £1,100.

Copyhold, two Dwelling-houses and Smith's-shop, &c., Vauxhall-walk; let at £73 per annum.—Sold for £900.

Copyhold House, No. 14, Vauxhall-terrace; let at £20 per annum.—Sold for £300.

Copyhold, the "Black Dog" Public-house, Glasshouse-street, Vauxhall; let at £70 per annum.—Sold for £1,520.

Copyhold House and Shop, No. 2, Gloucester-place, Vauxhall, and cottage in the rear; let at £39 : 10 per annum.—Sold for £360.

Copyhold Houses, Nos. 3, 4, & 5, Gloucester-place, and Nos. 2 to 5, Glasshouse-court; let at £74 per annum.—Sold for £500.

Copyhold Houses, Nos. 16 & 17, Glasshouse-street; let at £33 : 16 per annum.—Sold for £300.

Copyhold Houses, Nos. 12 to 15, Glasshouse-street; let at £61 : 2 per annum.—Sold for £270.

Copyhold Houses, Nos. 5 to 11, Glasshouse-street; let at £109 : 4 per annum.—Sold for £470.

Leasehold House, No. 1, Wilton-terrace, Park-road, Dalston; term, 84½ years from Midsummer, 1852; ground-rent, £2 : 10 per annum.—Sold for £385.

Leasehold Houses, No. 2, Gretton-terrace, Nos. 31 & 32, William-street, and No. 60, Union-row, Bethnal-green; held for 84 years from Midsummer, 1840; ground-rent, £30 per annum.—Sold for £150.

By Mr. H. E. MURRELL.

Freehold Dwelling House, Shop, and Warehouses, No. 61, London-wall, City; estimated value, £300 per annum.—Sold for £3,110.

Freehold Dwelling House, and Shop, No. 64, Minories, in the City of London; let on lease at £45 per annum.—Sold for £700.

Leasehold Residence, No. 14, Spencer-terrace, Lower-road, Islington; let at £40 per annum; held for 20½ years from March, 1844; ground-rent, £6 : 5 : 0 per annum.—Sold for £390.

By Messrs. NORTON, HOGDART, & TRIST.

Freehold, Rockbeare Estate, Rockbeare, Aylesbeare, Broadclist, South Devon, comprising the lordship and manor of Rockbeare, capital family residence, with park lands, gardens, pleasure-grounds, outbuildings, and offices, also several farms, called "Lion's," Higher and Lower Southwood, together about 476a. 3r. 39p.; let at £793 per annum.—Sold for £20,000.

Freehold, "Tanner's Farm," opposite the above, containing 116a. 2r. 36p. of land, farm-house, and buildings; let at £160 per annum.—Sold for £4,500.

Freehold, "Marsh, Pithead, & Cottle's Farm," near the above, comprising farm-house, cottages, &c., and 116a. 0r. 4p; let at £198 per annum.—Sold for £4,500.

Freehold, several Enclosures of Arable and Meadow Land, near the above lots, containing 26a. 2r. 13p.; let at £40 per annum.—Sold for £1,160.

Plot of Freehold Building Ground, with dwelling-house thereon, on the White Horse Estate, Norwood.—Sold for £330.

Freehold, Two Plots of Building Land near the last lot.—Sold for £200.

By Messrs. GARDEN, WINTERFLOOD, & ELLIS.

Copyhold, "The Star and Garter" Hotel and Tavern, Richmond-hill, Surrey; let on lease for 21 years from July, 1853, at £1,500 per annum.—Sold for £21,000.

By Mr. BUSH.

Leasehold Dwelling-houses, Nos. 24, 26, & 28, Pentonville-road, formerly Nos. 13, 14, & 15, Claremont-place, Pentonville, producing a rental of £197 : 8 : 0 per annum; ground-rent, £37; term, about 33 years unexpired.—Sold for £1,280.

London Gazettes.

Professional Partnership Dissolved.

TUESDAY, *Aug.* 9, 1859.

BRIGGS, ARTHUR RENNIE, & FREDERICK COODE, Attorneys-at-Law and Solicitors, Lewes (Briggs & Coode). July 27.

Bankrupts.

TUESDAY, *Aug.* 9, 1859.

BATES, EDWARD, & JOHN FELTUS, Brewers, Dundas-st., Manchester (Bates & Feltus). Aug. 25, and Sept. 22, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Wharton, Manchester. *Pet.* Aug. 2.

BRYANT, JOHN, Coal Merchant, Newport, Monmouthshire. *Com.* Hill: Aug. 23, and Sept. 27, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Llewellin, Newport, Monmouthshire; or Savory, Clarke, Fussell, & Prichard, Bristol. *Pet.* Aug. 5.

COLES, JOHN, Baker, Radway, Warwickshire. *Com.* Sanders: Aug. 19, and Sept. 16, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* James & Knight, Birmingham. *Pet.* July 28.

GUTTMANN, ISAAC, Watchmaker, Sheffield. *Com.* Ayrton: Aug. 20, and Oct. 1, at 10; Sheffield. *Off. Ass.* Brewin. *Sols.* Chambers & Waterhouse, Sheffield. *Pet.* Aug. 6.

HOULDEN, THOMAS, Dealer in Horses, Earls Colne, Essex. *Com.* Fane: Aug. 19, at 1.30; and Sept. 15, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Jones, Colchester. *Pet.* Aug. 5.

JONES, JOHN WILSON, Commission Merchant, Liverpool. *Com.* Perry: Aug. 26, and Sept. 9, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Radcliffe, Liverpool. *Pet.* Aug. 5.

MOSS, EMANUEL, Dealer in Lamps, 61 Regent-st. *Com.* Fane: Aug. 19, at 11.30; and Sept. 15, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Abrahams, 27 Bloomsbury-sq. *Pet.* Aug. 8.

THORNEYCROFT, CHARLES, Ale, Porter, & Cigar Dealer, Alrewas, Staffordshire. *Com.* Sanders: Aug. 19, and Sept. 23, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham; or Crabb, Rugeley. *Pet.* Aug. 4.

WHITE, ELIZABETH, Spinster, Schoolmistress, Lewisham, for a short time in partnership with Fanny Everest, Vendors of Musical Works, formerly of 29, and now of 33 Soho-sq. *Com.* Fane: Aug. 19, at 2; and Sept. 15, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Clark & Vyner, 9 Cook's-ct., Lincoln's-inn. *Pet.* Aug. 8.

FRIDAY, *Aug.* 12, 1859.

ARACHTINGI, VINCENT, Merchant, 29 Austin-friars (F. & V. Arachtingi & Co.) *Com.* Fane: Aug. 25, at 12, and Sept. 23, at 1; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Aug. 10.

BATCHELOR, HENRY, Chemical Manure Manufacturer, 59 Mark-lane, and Bull Head Dock Wharf, Rotherhithe. *Com.* Holroyd: Aug. 24, at 12, and Oct. 1, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Young & Plews, 29 Mark-lane. *Pet.* Aug. 11.

FREEMAN, JOHN, Chemist, 13 Blackfriars-rd. *Com.* Fane: Aug. 26, at 11.30, and Sept. 23, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Linklaters & Hackwood, Solicitors, 7 Walbrook. *Pet.* Aug. 10.

HOLDEN, JOSEPH, Painter, Bolton. Aug. 26 and Sept. 23, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Briggs, Bolton; or Rowley, Manchester. *Pet.* Aug. 9.

MAYES, WILLIAM, Grocer, Birmingham. *Com.* Sanders: Aug. 22 and Oct. 3, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Poole, Kenilworth; or Hodgson & Allen, Birmingham. *Pet.* Aug. 11.

WINGAD, HEZEKIAH, Tailor, Nettleham, Lincolnshire. *Com.* Ayrton: Aug. 24 and Sept. 21, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Brown & Son, Lincoln. *Pet.* Aug. 10.

BANKRUPTCY ANNULLED.

FRIDAY *Aug.* 12, 1859.

PENNEY, JOHN, Merchant, Lincoln. June 22.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Aug.* 9, 1859.

BRADY, EDWARD CLARKE, Grocer, Ludford, Lincolnshire. Sept. 7, at 12; Kingston-upon-Hull.

EDWARDS, GEORGE HARMSTON, Tobacconist, Lincoln. Aug. 31, at 12; Kingston-upon-Hull.

ELLIOTT, NATHANIEL, Dealer in Cigars, 4 Old Millgate-chambers, Manchester. Aug. 25, at 1; Manchester.

HOYLES, EDWARD, Grocer, Coningsby, Lincolnshire. Sept. 7, at 12; Kingston-upon-Hull.

JACKSON, WILLIAM, sen., Soap Manufacturer, Stepney, and Church-lane, Kingston-upon-Hull. Aug. 31, at 12; Kingston-upon-Hull.

JENKINS, SYDNEY DAN, Ship Broker, Cardiff, in copartnership with James Nelson Knapp & John Latch, at Cardiff. Sept. 28, at 11; Bristol.

JUKES, RICHARD, Iron Master, Liversedge Iron Works, Yorkshire. Sept. 6, at 11; Leeds.

LOCKING, GEORGE, Victualler, Cleethorpes, Lincolnshire. Aug. 31, at 12; Kingston-upon-Hull.

METCALFE, ALFRED, Draper, Bridlington, Yorkshire. Sept. 7, at 12; Kingston-upon-Hull.

NEWBOLD, JOHN DAVIDSON, Toyman, Lincoln. Aug. 31, at 12; Kingston-upon-Hull.

SKETCHLEY, SAMUEL, Dealer in Railway, Mining, and other Shares, Horncastle, Lincolnshire. Aug. 31, at 12; Kingston-upon-Hull.

WAITHMAN, WILLIAM, Flax Merchant, Yealand Conyers, and of Manchester, Higher Bentham and Lower Bentham, Yorkshire, and of Milnthorpe and Gate Beck, Westmoreland (Waithman & Co.) Aug. 25, at 11; Manchester.

FRIDAY, *Aug.* 12, 1859.

STANNEY, JOHN STRONG'ITH'ARM, Cotton Spinner, Ashton-under-Lyne. (Liversedge Iron Company). Aug. 26, at 12; Manchester.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 9, 1859.

BOOTH, THOMAS MARSHALL, Steam Thrashing Machineman, Sutton St. James, Lincolnshire. Sept. 13, at 11.30; Nottingham.

FRANKLAND, WILLIAM, Shopkeeper, Morley, Cheshire. Aug. 30, at 12; Manchester.

SMEDLEY, GEORGE, Glass & China Dealer, New Sleaford, Lincolnshire. Sept. 13, at 11.30; Nottingham.

WARDALE, ELIZA, Feather Merchant, 26 Sydney-st., Commercial-rd. East Aug. 30, at 11; Basinghall-st.

FRIDAY, *Aug.* 12, 1859.

ELPHICK, ALFRED, Butcher, East Moulsey, Surrey. Sept. 5, at 12; Basinghall-st.

GOODALL, JOHN, Timber Merchant, Belmont Wharf, York-road, Islington. Sept. 5, at 12.30; Basinghall-st.

GREEN, CHRISTOPHER THOMAS, Oil and Colour Man, 39 Colet-pl., Commercial-rd., St. George's East. Sept. 5, at 2; Basinghall-st.

To be DELIVERED, unless APPEAL be duly entered.

TUESDAY, *Aug.* 9, 1859.

ATTON, CHARLES, Builder, Attleborough. Aug. 2, 3rd class.

CHEETHAM, THOMAS, THOMAS THORNLEY, & THOMAS LOMAS INGLE, Hosiers, Basford, Nottinghamshire. Aug. 2, 1st class.

COLLESS, RICHARD, Grocer, Liverpool. Aug. 2, 3rd class.

COULTHARD, EDWARD, Bottle Merchant, Dowgate Wharf, 83 Upper Thames-st. July 25, 2nd class.

FROST, JOSEPH, Silk Throwster, Derby. Aug. 2, 2nd class.

HUTCHINSON, THOMAS, Builder, Nottingham. Aug. 2, 3rd class.

JEFFS, CHARLES, Leather Cutter, 40 Hockley, Nottingham. Aug. 2, 1st class.

KOPPEL, LUDWIG WILLIAM, Commission Agent, Rootle, Lancashire. Aug. 2, 2nd class.

PAIN, RICHARD, Ironmonger, Exeter, also of 48 & 49 Western-rd., Brighton. Aug. 3, 1st class, delivered to the said bankrupt at the expiration of 21 days.

PATCH, JOHN, Grocer, Northampton. Aug. 3, 3rd class, after having been suspended for 6 months.

POTTS, BENJAMIN, Victualler, Carter-gate, Nottingham. Aug. 2, 3rd class.

REDSHAW, JOSEPH, Tanner, Grange-rd., Bermondsey. July 25, 2nd class.

REDSHAW, THOMAS, & JOHN REDSHAW, Saddlers, Bourn, Lincolnshire. Aug. 2, 2nd class.

FRIDAY, *Aug.* 12, 1859.

BLEACKLEY, GEORGE, Sun Brewery, Salford. Aug. 4, 2nd class.

M'FARLIN, PATRICK, Milliner, Liverpool. Aug. 3, 3rd class; subject to a suspension of 3 months.

PRIEST, WILLIAM, sen., Ship Owner, Welton, Yorkshire. Aug. 3, 1st class, at the expiration of 21 days.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 9, 1859.

ALPE, JAMES PRETHRO, Grocer, Kingston-upon-Hull. Aug. 1. *Trustees*, J. Woodell, Tobacconist, Kingston-upon-Hull; W. S. Barnett, Grocer, Kingston-upon-Hull. *Sol.* Todd, Kingston-upon-Hull.

CRANE, HENRY, Carr-lane, and Great Passage-st., Kingston-upon-Hull. July 11. *Trustees*, J. Middleton, Wholesale Grocer, High-st., Kingston-upon-Hull; W. Charlesworth, Provision Merchant, Silver-st., Kingston-upon-Hull. *Sols.* Atkinson, Kingston-upon-Hull; or Jackson, Kingston-upon-Hull.

EVANS, DAVIED, Draper, Brynmaur, Brecon. July 21. *Trustees*, S. Lowry, Warehouseman, Wood-st.; J. Ellerton, Warehouseman, St. Paul's-churchyard. *Sols.* Price, Abergavenny; or Sole, 68 Aldermanbury.

HOLT, GEORGE, Drysalter, Bury, Lancashire, and JOHN ROSCOW, Drysalter, Radcliffe. July 12. *Trustees*, J. G. T. Child, Accountant, Bury; J. Holt, Paper Merchant, Bury. *Sols.* Sale, Worthington, Shipman, & Seldon, Manchester.

LYALL, THOMAS, Farmer, Gayton-le-Wold, Lincolnshire. July 30. *Trustees*, J. Marris, Farmer, Orford, Lincolnshire; J. Odams, Merchant, 109 Fenchurch-st. *Sols.* Wilson, Louth; or Kingsford & Dorman, 23 Essex-st., Strand.

MITCHELL, HENRY, Schoolmaster, Rye. Aug. 2. *Trustees*, W. Mitchell, sen., Potter, Rye; I. Parsons, Stationer, Rye. *Sol.* Whitmarsh, Rye.

READ, WALTER, Draper, Salisbury. Aug. 4. *Trustees*, S. Copestake, Warehouseman, Bow-churchyard; W. Hodgson, Warehouseman, Watling-st. *Sol.* Reed, 59 Friday-st., Cheapside.

REYNOLDS, CHARLES, Draper, Hunmanby, Yorkshire. July 15. *Trustees*, W. A. Waddington, Pianoforte Manufacturer, York; W. Marshall, Farmer, Wisterlingham, Lincolnshire. *Sols.* Donner, Scarborough; or Jarrett, Great Driffield.

SAYER, THOMAS, Lodging-house Keeper, Marine-parade, Brighton. July 12. *Trustees*, R. Keywood, Plumber, Brighton; E. Botting, Grocer, Brighton. *Sol.* Stuckey, Brighton.

WALLER, HENRY, Grocer, Epsom. Aug. 3. *Trustees*, J. Teede, Wholesale Grocer, 85 Bishopsgate-st. Without; R. Dearle, Tallow Chandler, Epsom. *Sol.* Hancock, Lincoln's-inn-fields.

WHEATLEY, JOHN, Brewer, Sheffield. July 25. *Trustees*, E. B. Schofield, Auctioneer, Sheffield; W. Wright, Maltster, Hoyland. *Sol.* Smith, jun., Sheffield.

YOUNG, WILLIAM, Hosier, 5 Tottenham-ct.-rd. July 13. *Trustees*, W. Nevill, Warehouseman, Gresham-st. West; W. White, Shirt Manufacturer, Wood-st. *Sol.* Turner, 68 Aldermanbury.

FRIDAY, *Aug.* 12, 1859.

CULLEN, JOSEPH, Builder, Market Rasen. Aug. 9. *Trustees*, T. Wardale, Auctioneer, Market Rasen; J. N. Hewitt, Builder, Market Rasen. Creditors to execute on or before Nov. 9. *Sol.* Saffery, Market Rasen.

DAVIS, JAMES, Needle Manufacturer, Redditch, Worcestershire. July 19. *Trustees*, W. Boulton, Needle Manufacturer, Redditch; J. London, Grocer, Redditch. *Sol.* Richards, Redditch.

DUNN, BENJAMIN, Innkeeper, Taunton. July 18. *Trustees*, J. Marks, Maltster, Blagdon; T. Massy, Butcher, Taunton; T. Hawkins, Pawnbroker, Taunton. *Sols.* Trenchard, and Harrison, Taunton.

MORRIS, JENKIN, Draper, 253 Bute-st, Cardiff. July 4. *Trustees*, D. Jones, Wool Spinner, Pencoed, Glamorganshire; M. Vaughan, Butcher, Cardiff. *Sol.* Spencer, Cardiff.

RIDER, HENRY, Rope Manufacturer, Stockton. Aug. 9. *Trustees*, J. Spence, Ship Builder, West Hartlepool; W. Graham, Grocer, Stockton. *Sol.* Dodds, Stockton.

WAKE, JOHN, Shoe Maker, Newcastle-upon-Tyne. July 28. *Trustee*, S. Joel, Auctioneer, Newcastle-upon-Tyne. Creditors to execute on or before Oct 28. *Sol.* Joel, Newcastle-upon-Tyne.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *Aug.* 9, 1859.

BARKER, WILLIAM BURKHARDT, Esq., Regent's-park-ter. (who died at Sinope, Turkey, on or about Jan. 28, 1856). Barker and others *v.* Barker, M. R. Nov. 5.

BATEMAN, GEORGE, Doctor of Medicine, Great Yarmouth, late of Leamington Priors, Warwickshire (who died on or about Sept. 13, 1857). Bateman and others *v.* Gray and others, M. R. Nov. 5.

CLARK, STEPHEN, Batsford, Gloucestershire (who died in or about the month of Oct., 1858). Smith *v.* Matthews, M. R. Nov. 2.

HYDE, JOHN, Publican, Weldon, Northamptonshire (who died in or about the month of Dec., 1858). Phipps *v.* Hyde, V. C. Stuart. Nov. 11.

JOWETT, JAMES, Worsted Spinner, Longcroft-pl., Bradford (who died on or about Dec. 29, 1855). Jowett and others *v.* Pickard, V. C. Stuart. Nov. 15.

PETERS, JOHN WESTON, Gent., South Petherton, Somersetshire (who died in or about the month of July, 1858). Parsons *v.* Peters, V. C. Kindersley. Nov. 4.

PROCTER, RICHARD, Miller, Nafford, Worcestershire (who died on or about the month of Nov., 1858). Smith *v.* Procter, V. C. Stuart. Oct. 29.

TIBBITTS, JARVIS SOWLEY, Gent., Portsmouth and Southsea (who died in the month of Dec., 1858). Trotman *v.* Ballard, V. C. Kindersley. Nov. 8.

TRUSCOTT, JAMES, Essex Lodge, Croydon (who died in or about the month of Dec., 1858). Carlyon *v.* Truscott, M. R. Nov. 10.

WOOD, ANN, Spinster, Lincoln (who died in or about the month of Dec., 1856). Smyth and others *v.* Harrison and another, V. C. Kindersley. Nov. 5.

FRIDAY, *Aug.* 12, 1859.

BARNES, JAMES, Esq., late of Mercer's-hall and of Hornsey (who died in or about the month of April, 1851). M. R. Nov. 10.

FENWICK, ADDISON, Esq., Bishopwearmouth (who died in or about the month of June, 1842). Clark *v.* Fenwick, M. R. Nov. 7.

FRY, WILLIAM, Maltster, Stoney Stratton, Somersetshire (who died in or about the month of March, 1840). Fry *v.* Fry, V. C. Kindersley. Nov. 24.

GREW, GEORGE, Coach Proprietor, Woolwich (who died on or about March 16, 1838). Otee and Wife *v.* Bishop and Wife, V. C. Stuart. Oct. 31.

HILTON, JOSEPH, late of Preston-st., Whitehaven (who died in or about the month of Nov. 1856). Hilton & another *v.* Patman & others, M. R. Nov. 10.

JEFFS, THOMAS, Saddler, Tarvin, Cheshire (who died in or about April, 1858). Owens and another *v.* Jeffs and others, V. C. Stuart. Nov. 5.

KILLICK, JOHN, Silversmith, formerly of Knightsbridge-ter., but late of 5 Devonshire-ter., Notting-hill (who died in or about March, 1859). Killick *v.* Killick, V. C. Wood. Nov. 2.

KIRK, JOHN, Farmer, Hessey, Yorkshire (who died in or about Nov., 1855). Wormley *v.* Kirk, M. R. Nov. 10.

LANDON, HENRY, Wine and Spirit Merchant, 6 & 7 Old Compton-st., Soho (who died on or about May 22, 1857). Adams *v.* Morehead, otherwise Moorhead, V. C. Kinderaley. Nov. 12.

LANGLEY, WILLIAM, Comedian, Glasgow (who died in or about May, 1850). Parsons *v.* Parsons, V. C. Stuart. Nov. 8.

MOTT, WILLIAM GREEDEY, Silversmith, Cheapside, and Manor-house, Gunnersbury (who died on May 3, 1857). Mott *v.* Mott and another, V. C. Kindersley. Nov. 7.

PENGILLY, WILLIAM, Yeoman, Manaccan, Cornwall (who died in June, 1858). Pengilly *v.* Olivey and others, V. C. Stuart. Nov. 2.

PIGOTT, HENRY THOMAS COWARD SMITH, Esq., a person of unsound mind, Sussex-house, Hammersmith (who died on Jan. 29, 1858). Reed *v.* Pigott and others, V. C. Wood. Nov. 5.

ROBERTS, JOHN PENNIE, Gent., Leominster (who died in or about May, 1879). Matthews and another *v.* Thomas and another, M. R. Oct. 29.

SANDERS, HANNAH REBECCAH, Widow, Aldenham-grove, Herts (who died in or about Aug., 1858). Sanders *v.* Corn, V. C. Stuart. Nov. 1.

SIDEBOTTOM, GEORGE KERSHAW, Captain in the 5th Dragoons, Harewood-lodge, within Broadbottom, Cheshire (who died on or about July 20, 1855). Sidebottom *v.* Sidebottom & another, V. C. Wood. Nov. 2.

STATLON, WILLIAM, Gent., Brimingham, Buckinghamshire (who died in about the month of Feb., 1859). Ayers *v.* Scott, M. R. Nov. 2.

THOMAS, TREVOR, Spinster, late of Coedhelen, Carnarvonshire (who died in or about the month of June, 1851). In the matter of Trevor Thomas, V. C. Kindersley. Nov. 7.

WRIGHTSON, ROBERT, Gent., late of Bethnal-green-rd. (who died in or about the month of May, 1831). Wrightson *v.* Bryant, V. C. Kindersley. Nov. 5.

Windings-up of Joint Stock Companies.

FRIDAY, *Aug.* 12, 1859.

UNLIMITED, IN CHANCERY.

NEW ENGINE COAL MINING COMPANY.—Proof of debts, Oct. 31, V. C. Wood.

PARAGON AND SPEBO COAL MINING COMPANY.—Proof of debts, Oct. 31, V. C. Wood.

Scotch Sequestrations.

TUESDAY, *Aug.* 9, 1859.

BROWNLIE, WILLIAM, Grocer, Grammar-sq., Hamilton. Aug. 15, at 12; Clarence-hotel, George-sq., Glasgow. *Seq.* Aug. 4.

DUNCANSON, THOMAS, Distiller, Sciennes, Edinburgh (Duncanson & Co.) Aug. 18, at 11; Stevenson's-rooms, Edinburgh. *Seq.* Aug. 6.

GRIMMANT, GEORGE, Railway Clerk, Easthaugh, near Perth. Aug. 18, at 1; Solicitors' Library, Perth. *Seq.* Aug. 4.

JACK, JAMES, sometime residing in Lauriston-lane, Edinburgh, now or lately in Lover's-lane, near Edinburgh. Aug. 15, at 2; Dowell's & Lyon's-rooms, Edinburgh. *Seq.* Aug. 4.

KINMOND, JOHN, Builder, Alyth. Aug. 17, at 1; Solicitors' Library, Perth. *Seq.* Aug. 5.

LINDSAY, JOHN, Yarn Miller, Strathmartine. Aug. 12, at 12; British-hotel, Dundee. *Seq.* Aug. 3.

MATHIE, JOHN, Fruiterer, 219 Sauchiehall-st., Glasgow. Aug. 16, at 12; Clarence-hotel, Glasgow. *Seq.* Aug. 4.

MILLER, JOHN, Fleshcr, Glasgow. Aug. 12, at 12; Faculty-hall, Glasgow. *Seq.* Aug. 2.

FRIDAY, *Aug.* 12, 1859.

AUSTIN, WILLIAM, jun., sometime Card box Manufacturer, 5 Furnival's-inn-pl., Holborn, London, now residing in 49 Canongate, Edinburgh. Aug. 18, at 2; Dowell's and Lyon's-rooms, Edinburgh. *Seq.* Aug. 8.

SIMPSON, JOHN, Tailor, Eglinton-st., Glasgow. Aug. 16, at 12; Glasgow Stock Exchange, Glasgow. *Seq.* Aug. 6.

STARK, JAMES, Draper, Perth. Aug. 16, at 2; George-hotel, Perth. *Seq.* Aug. 8.

STRATTON, WILLIAM, & JOHN STRATTON, Fishcurers, Pittenweem, and Millers, Shottburn Mill, near Leven. Aug. 12, at 12; Crawford's hotel, Leven. *Seq.* Aug. 10.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 20, 1859.

CURRENT TOPICS.

Now that the Parliamentary session has closed with such small results as have only served to whet the public appetite for legislation, the consideration and preparation of measures for next year will become the prominent topic. The Government have plenty of time before them, and we may add (even leaving on one side representative reform and all other political questions) plenty of topics to engage their attention. The Attorney-General has promised another Bankruptcy Bill, which will be successful, in our opinion, precisely in proportion to the wisdom which its authors may show in discarding the old-fashioned method of draughting a Bill without reference to the feeling of the classes which that Bill is to affect. If Sir Richard Bethell will frankly consult mercantile men, and the bodies who represent them, and give a candid hearing to their opinions, he may conciliate sufficient support to carry his measure. If he fancies that bankruptcy reform can be settled in Lincoln's-inn he will commit the same error as his predecessors, and meet with the same failure.

The same remarks apply to the subject of the transfer of land, on which we have had too many attempts at theoretical legislation. If any real good is to be done, probably if any Bill is to pass, it will only be by obtaining and carefully comparing the practical opinions of landowners and solicitors on this complicated question. This has never been attempted as yet, at least to any adequate extent, and in the absence of such a necessary inquiry we doubt the feasibility of actual legislation.

How slow is the process of legal improvement, even on points most accurately sifted, is shown by the continued existence in the statute book of the 17th section of the Statute of Frauds. During the past week one of the judges has drawn attention to the condemnation passed on that enactment some years since by a commission composed of the best lawyers in the three kingdoms, and has stated that the judges themselves evade the section wherever they can well do so, being convinced of its impolicy and injustice. Yet still it lives on, and perhaps may do so for many years to come.

Public opinion, and especially legal public opinion, is the best remedy for these evils, and the safest guide for future legislation.

A useful outlet for the views of thinking men in all classes and professions on these subjects exists in the Social Science Association, and we are glad to find that the third annual meeting of that body promises to be a signal success. The meeting will be held in the West Riding of Yorkshire, at Bradford, on Monday, the 10th of October, and five following days. An influential local committee, presided over by the Mayor of Bradford, has been formed in that town, to support the objects of the meeting; and steps have been taken in Leeds, Huddersfield, Sheffield, Wakefield, Doncaster, and other places, to secure the co-operation of the whole Riding, and to bring before the association the social condition, in its various aspects, of that extensive and populous district. Lord Brougham has consented to accept the office of permanent President of the Council, and his Lordship will in that capacity deliver an address at the Bradford meeting, reviewing the progress of the association, and the leading questions of social interest that have arisen during the past year. The Earl of Shaftesbury has been chosen President; and the Presidents of Departments are—for Jurisprudence, Vice-Chancellor Sir William Page Wood; for Education, the Right Hon. C. B. Adderley, M.P.; for Punishment and Reformation of Criminals, R. Monckton Milnes, Esq., M.P.; for Public Health, the Right Hon. William Cowper, M.P.; and for Social Economy, Sir James Kay Shuttleworth, Bart. The secretaries of the jurisprudence department, in which our readers will be most interested, are Mr. Napier Higgins, of New-square, and Mr. Arthur Ryland, of Birmingham, the local secretary being Mr. Darlington, solicitor, and secretary of the Bradford Chamber of Commerce. Several valuable papers have already been promised for this department.

The loss of the Attorneys and Solicitors Bill, which had passed through nearly all its stages, and dropped through at the last moment by mere misadventure, is undoubtedly a great disappointment to all well-wishers to the profession. We acquit the hon. member who caused the mishap of anything worse than entire ignorance of the subject, and a native dulness which forbade the access of information. Probably he was innocent of the count-out which naturally followed his opening remarks, and we do not question his belief that there was some point and reality in the sentences he uttered in the House; but we cannot acquit the Government of culpable remissness in the matter. They knew that the objections so absurdly raised at the last moment had all been canvassed with the Secretary of the Treasury, and that the mind of that gentleman had been entirely satisfied. They knew that the measure was carefully prepared, and salutary for an important profession, and they were bound to have seen it through. Even more culpable than the Government, unless their absence can be excused by their belief that the Bill was safe, was the conduct of those solicitors who have seats in Parliament. If men who have been sent to the House out of our own ranks show themselves supine on questions which affect the interests of their brethren, we have no right to complain that the public generally care as little.

The great Pontefract Election Case does not redound to the credit of lawyers. It were better that such negotiations were never commenced; but, if they are to be carried on, and the representation of boroughs to be settled in back rooms, let the business, like all the other business of an honourable profession, be done in a straightforward and reliable way. We have no wish to enter into all the merits (or demerits) of the case; it has been told at goodly length by Mr. Walpole's Committee, and is now to be decided finally by Sir John Coleridge. But we will not shrink from avowing the opinion that Mr. Rose, despite the laboured eulogium of Mr. Disraeli, has not given his friends any reason for congratulating him on the disclosure. It is evident that Mr. Leeman entered into the matter frankly, and believing that he would be met in the same spirit; and we have yet to learn that it is competent for a man of honour to take advantage of an agreement drawn up by him in one sense, when he discovers that the other party has signed it under a different impression.

That evil long complained of, yet so easily remediable, the neglect of their briefs by counsel, has just reached its climax on the Western Circuit, where clients have suddenly found themselves without advocates, and the Court been left literally *inops consilii*. On one of these occasions Mr. Justice Crompton permitted a young attorney to conduct a case in the absence of the bar, and he seems to have acquitted himself to admiration; a circumstance that suggests a ready cure for the want of "fixity of tenure" in a counsel's services. The *Times* reported these proceedings, and for doing so has been solemnly denounced by Mr. Baron Bramwell, who extends his reprobation to the whole newspaper press. No one, he says, cares for what appears in newspapers. We doubt this; the bar at Bristol seemed to care very much, and the learned Baron himself was not altogether insensible. People generally care a good deal for news, and especially for what they read of judicial proceedings; for they know that publicity is of the essence of justice, and that an active press is one of the best safeguards for the right administration of law. Such a sneer comes with the worst taste from one who has risen by advocacy; for it is to newspapers that he owes, in a great degree, his success and reputation. The remark, therefore, savours of ingratitude as well as foolishness, and is as little creditable to the man as it must be damaging to the judge.

The Commission for inquiring into the mode of taking evidence in the Court of Chancery has been issued, and the names will be found in another column. The composition of the Commission, which includes the names of Mr. Strickland Cookson, and Mr. G. T. Gibson, of Newcastle, as representatives of metropolitan and provincial solicitors, bears out the remarks we made in our last number. We find that the secretary is Mr. Forester Edwards, who, some little time since, published a letter to Lord Lyndhurst on Chancery Evidence. The first meeting, we believe, will be held on Monday next.

JUDICIAL STATISTICS, 1858.

A few years since Lord Brougham, in a great speech, which will be found at length in "Hansard," and which has also been published separately, called the attention of the House of Lords to the almost utter want of reliable judicial statistics in this country. He pointed out the danger that necessarily arose in legislation when those who have to frame our laws found themselves without chart or compass in their voyage, without lights to warn them from rocks, or buoys to mark the quicksands. This speech was followed up, we believe, by urgent private representations to the Ministry of the day, as to the necessity for collecting authoritative information concerning the working and expenses of our courts of law. The effort was, at any rate, partially successful, and we have now for two years received a volume of "Judicial Statistics," which are prepared by Mr. Redgrave, and are published, and, we may add, liberally distributed by the Home Office. This volume was at first nothing more than the customary returns of the number of commitments, and of other details of the criminal administration; but a considerable step in advance has now been taken, and the second part of the book is devoted to the civil courts, and contains much valuable information as to their operations and results.

We should, however, be entirely misleading our readers if we allowed them to suppose that the volume at all approaches that invaluable annual record of the history and progress of the national jurisprudence which is presented year by year to the supreme authority of France by the French Minister of Justice; or that it comes up even to the much more modest estimate of what is desirable in statistics of this class, which has been formed by law reformers at home. We miss several complete branches of the subject, such, for instance, as the salaries and expenses of the judges and other officers of the Court, about which we find nothing, and we observe throughout the entire civil portion of the work a want of minute and profitable analysis, and a shirking of many points most useful both to lawyers and legislators. It is only fair to say that Mr. Redgrave has necessarily laboured under considerable difficulties—that he lacks much of the machinery necessary for an adequate performance of his task—that the work is new—and that, so far as his labours go, they show considerable labour and patience. Let us hear what he says himself on the subject:—

> Many difficulties stand in the way of the perfect and comprehensive arrangement of this branch of the statistics of justice, so as to bring together in simple and harmonious forms, for the purpose of statistical analysis, the records of such a large and varied amount of procedure. To point out the bearing and nature of these different proceedings, and to show clearly their results, would require more than a mere general knowledge of the jurisdiction and practice of every court, and of every branch of the law. And though a long connection with the criminal and police business of the country has warranted me in prefixing a yearly analysis of the proceedings of the criminal and police courts, as introductory to Part I. of these statistics, I have felt but little confidence in carrying out my instructions to prepare an introductory analysis of the same nature, of the proceedings of the Common Law and Equity Courts; and, for these reasons, I have confined myself to a mere resumé of the chief results which the returns exhibit, referring for matters of technical detail to the returns themselves: they will, I trust, be found to contain a great amount of varied information, and to afford a more correct insight into the administration of justice, and the laborious and responsible duties of the officers of the several courts, than has been hitherto accessible.
>
> The utility of this extension of the statistics to every court of justice will be recognised in the periodical record, now first established, of the amount and nature of their separate duties, the progress of the proceedings, and the state of the business before them, with the changes and fluctuations to which from time to time the proceedings may be subjected. These records have also their moral aspect, and are so far auxiliary to Part I. in the mass of facts which they will contain, bearing upon the state of society, in the actions for libel, slander, criminal conversation, divorce, as well as in the proceedings of the Bankrupt and Insolvent Courts, and generally in the numerous suits for debt and damages which find occupation both for the judges of the superior courts and of the county and the other small debts courts.

We may add, that a studious perusal of the tables will bring some curious facts to light, a circumstance which makes it the more to be regretted that no systematic analysis has been made of them. We will give an instance in point for our bankrupt law reformers. It appears that the total number of petitions in the Exeter Court of Bankruptcy during the year 1858 amounted to thirty-nine, out of which only thirty cases proceeded as far as the final examination of the bankrupt. Now a glance at the bankruptcy return made to the House of Commons shows us that there is a commissioner at Exeter who is paid £1,800 a year; a registrar who receives £800 a year; an usher, and other officers. Excluding the fees to the messenger and the official assignee, which would probably be paid at some other court if that of Exeter were not in existence, we shall not go beyond the mark in estimating the annual cost of this tribunal at some £3,000. The Exeter commissioner ought to be a happy man! Paid half as much again as a county court judge, for doing in the whole year about a third of the business which the latter has to surmount in a week, and even in that light work assisted by a registrar, a barrister with a handsome salary, he has certainly no reason to complain of the lavish munificence with which our bankrupt law dispenses the creditors' money. There are a number of such kind of facts, we do not say nearly so flagrant, to be found in the "Judicial Statistics, 1858;" and great good will probably have been effected by bringing them within a moderate compass, and thus facilitating their public exposure.

We have given several extracts from this volume in our recent numbers, and shall continue to do so. The profession can learn much from their perusal, and those who take an interest in such inquiries could render invaluable service by suggesting to the authorities of the Home Office those practical improvements of which the work is still so much susceptible.

FEMALE CRIME.

A year ago we called attention to the facts contained in the tables of Mr. Redgrave, the Registrar-General, of the Statistics of Crime in England and Wales, tending to show that, while there is some improvement in the state of the country as regards the amount of crime committed by men, the amount of female crime is not, in like manner, on the decrease, but that the relative proportion of crimes committed by women, and especially of those serious crimes which are not disposed of summarily, to the total crime of the country, is constantly increasing. Since last year, the returns, as regards *summary convictions* (of which the statistics rendered last year were confessedly only approximate), have been for the first time given in a complete and reliable form; and the new volume of Judicial Statistics just issued by Mr. Redgrave is, therefore, a most important addition to the returns of last year. It contains, besides, very curious and important information as to the numbers of the criminal classes in England and Wales as known to the police, though only by their past life and general repute, and not at present under any sentence, or even accusation. Of these—the *potential* criminals of future years, now at large—the number is computed at nearly five times that of the criminals now undergoing imprisonment for proved offences. But into these returns, curious as they are, we can at present enter only so far as they bear upon the question we discussed at length last year, the changing proportion of female to male crime, especially with regard to crimes of the graver class. It will be found, that the tendency we proved to exist last year is confirmed strikingly by the new volume of statistics. Women are fast encroaching on the natural monopoly of men in the criminal profession, especially in its more heinous branches.

We have stated that the tables of summary convictions are complete and reliable this year for the first time. We cannot, therefore, compare the present with any former return in order to ascertain any change in this respect. But it is important to note the numbers in order to compare the proportions with those which are given for the more serious offences which require formal trial. The following return for the past year (1858) shows how much larger is the proportion of female offenders committed for trial than of those convicted summarily for minor offences:—

	Males.	Females.	Total.	Female Crime.
Summarily convicted..	216,120 ..	44,170 ..	260,290 ..	17 per cent.
Committed for trial ..	13,161 ..	3,905 ..	17,066 ..	23 per cent.

But, next, let us look at the tendency as shown by the comparison of the past with the present. In the year 1855 the Criminal Justice Act transferred a large number of offences from the jurisdiction of the regular Courts to that of the justices, and so diminished greatly the number of *commitments*, while increasing that of the summary convictions. This being premised as the reason for the large diminution in the total numbers of the commitments in the last five years, which include more than two years in which the Criminal Justice Act has been in full force, let us compare the proportions of the change as between the crime of the two sexes severally:—

COMMITTED FOR TRIAL.

	Male.	Female.	Total.	Female Crime, per cent.
Five years, 1849—1853 ..	109,118 ..	28,038 ..	137,156 ..	20.4
— 1854—1858 ..	87,673 ..	25,019 ..	112,692 ..	22.2

So that, even in a period of five years, the relative proportions of the serious crimes charged on men and women has changed appreciably to the disadvantage of the latter; and it will be also noted that, even on the average of the last five years, the proportion of female commitments to the total (22.2 per cent.) is not so large as in the last year (1858), when it reaches 23 per cent.

In commenting on this subject last year, we pointed out that this relative increase of female, as compared with male crime, and especially in the more serious crimes committed for trial, is to be ascribed almost entirely to the influence exerted by large towns. This statement will be confirmed very remarkably if we compare the returns of last year for some of our principal towns with those of this year,—as regards both the summary convictions and the graver offences committed for trial. We took, last year, the London Metropolitan Police District, Leeds, Newcastle, Manchester, and Liverpool, to which we will now add Birmingham, as specimens of the various classes of our large towns. The comparison for last year and the present is as follows:—

SUMMARY CONVICTIONS.

	1857			1858		
	Total.	Female.	Female proportion.	Female proportion.	Female.	Total.
London (Metrop. Police District)	51,924 ..	13,809 ..	26.6 ..	28.4 ..	15,053 ..	52,999
Leeds	2,022 ..	373 ..	18.5 ..	22.5 ..	575 ..	2,551
Newcastle-on-Tyne	2,683 ..	788 ..	29.3 ..	32.4 ..	1,017 ..	3,153
Manchester	7,267 ..	1,395 ..	19.1 ..	23.1 ..	1,541 ..	6,134
Liverpool	25,678 ..	5,415 ..	22.8 ..	19.3 ..	3,488 ..	18,060
Birmingham	1,861 ..	312 ..	16.8 ..	19.7 ..	318 ..	1,613
Average for the six places			22.2	24.6		

Now, calling to mind that the summary convictions of females in England and Wales generally are but 17 per cent. of the totals in 1858, it will be seen at a glance how far above the average is the proportion for large towns—the average of these six towns giving 22.2 per cent. for 1857, and 24.6 per cent. for 1858 Let us now turn to the *committals for trial*, which will give us the same comparison for the graver class of offences:—

COMMITTALS FOR TRIAL.

	1857			1858		
	Totals.	Females.	Proportion of Female Crime.	Proportion of Female Crime.	Females.	Totals.
Metropolitan Police District	3,176 ..	737 ..	22.9 ..	24.4 ..	643 ..	2,636
Leeds	249 ..	69 ..	27.7 ..	25.4 ..	64 ..	252
Newcastle-on-Tyne	117 ..	29 ..	24.9 ..	31.0 ..	27 ..	87
Manchester	758 ..	206 ..	27.1 ..	28.3 ..	202 ..	713
Liverpool	1,068 ..	461 ..	43.1 ..	47.5 ..	503 ..	1,347
Birmingham	483 ..	74 ..	15.3 ..	21.6 ..	83 ..	383
Average for the six places			26.8 ..	29.7		

Now, remembering that the proportion of the female committals for trial to the totals in 1858 was 23 per cent., it is obvious how much higher is the proportion in the large towns, being no less than 26.8 per cent. in 1857, and 29.7 per cent. last year. In only one of them (Birmingham) does it fall beneath the average, and even there the increase on last year is very large. It will then be clearly seen, that not only is female crime on the increase as compared with the general crime of England, but it absorbs a larger proportion of the whole with respect to the graver class of crimes than it does with respect to the less serious, and that the increase of the proportion with regard to the latter is even more rapid at present than with regard to the former,—the determining causes being those which belong to the civilisation of large towns. Especially it will be noted that in the seaports (Liverpool and Newcastle) a remarkably high proportion of the more serious offences are committed by women.

The same result will be brought out by reference to the proportion of female *recommitments* to the whole. Last year we stated that of the recommitments in 1857 no less than 32 per cent. were the cases of females. This year, 33.4 per cent., or more than one-third of the cases of recommitment, are female cases; while of the

hopeless cases, where the offender has already been committed more than ten times, the number of female cases is considerably more than double that of the male. And here, again, we find that the extent and gravity of female crime is due to the influences of large towns. In the London prisons in 1858, 4,893 females had been previously committed to prison, to 6,529 males; in Leeds, 242 females to 556 males; in Birmingham, 161 females to 420 males; in Manchester, 320 females to 466 males; in Liverpool, 1,959 females to 1,660 males; in Newcastle-upon-Tyne, 364 females to 276 males. In Leeds and Birmingham the proportion of female re-commitments to the whole is lower than the average proportion (33.4 per cent.), but in all the others much above it, especially in the seaport towns.

On the whole, then, we must feel quite sure that either our system of criminal justice, or our great town civilisation generally, is specially, and even exceptionally, at fault in dealing with female crime. Even looking to the average of the whole kingdom, a larger and larger proportion of the grave offences is every year committed by women: this applies with especial force to the seats of manufacturing industry, where female labour has an independent value; it applies still more to the maritime ports, where the worst class of women are attracted by the loose seafaring population; but in greater or less measure to all large towns as compared with the country districts. While the statistics of crime, as a whole, show some improvement, they also show that women are pressing into the criminal profession faster than men abandon it.—*Economist.*

The Courts, Appointments, Vacancies, &c.

MIDLAND CIRCUIT.—WARWICK.

(Before Chief Justice ERLE.)

Adams v. *Smith.*—*Aug.* 10.

This action was brought by a Miss Adams against a Mr. J. Nimmo Smith, under the following circumstances:—The plaintiff Myra Adams, is the daughter of a tradesman in good business at a place called Hockley-hill, Birmingham. The defendant is a solicitor. Plaintiff had been seduced by one Showell, a brother-in-law of the defendant's, and plaintiff, with her sister, went on the evening of the 3rd of August to Aston Park, near Birmingham, to try and see Showell, she having reason to believe he would be there. Defendant met her in the park, and under pretence that he would tell her something of Showell, drew her away from her friends, and then put his arms round her, and tried to kiss her.

The counsel for the plaintiff suggested the object defendant had in view was to asperse her character, as he had already done in an affidavit he had made, by which means he hoped to break off her connexion with Showell. The jury found for the plaintiff—damages, £50.

WESTERN CIRCUIT.—WELLS.

(Before Mr. Baron BRAMWELL.)

Riccard v. *Hill.*—*Aug.* 12.

The plaintiff in this case is an attorney at South Moulton, and the defendant is a farmer owning some property on Exmoor, and the question in dispute was as to the right to a small piece of land next to a road, which was stated to be of the value of 30*s.* The case lasted the best part of two days, there being a great deal of contradictory evidence as to various acts of ownership on the property.

It appeared that the action had been deferred from the last assize; and in consequence the defendant had been put to a great expense; that not wishing to have the action continually hovering over his head, he had determined on having the matter finally settled. His Lordship observed that he remembered a similar case some time back, when the attorney said that the winning cock would lose his feathers; and he thought it would be so in this case.

The jury found a verdict for the defendant.

(Before Mr. BUTT, Q.C.)

Reg. v. *Mead and Kiddle.*

Ezekiel Mead and Mary Hart Kiddle were indicted for having forged a deed of gift with intent to defraud Mary Hart, at Stoke St. Gregory, on the 9th of March.

(The husband of Mary Hart Kiddle had been bailed and had absconded.)

A question arose in the case as to whether certain statements made by Kiddle to an attorney could be received in evidence.

The attorney stated that Kiddle and his wife came to him to consult him on some matters relative to the preparation of the deed, and Kiddle then stated—

Mr. *Edwards* and Mr. *Cole* here interposed. Whatever took place had taken place between them as attorney and client.

The attorney, in answer to questions put to him, said, that he considered Kiddle to be his client; he had treated him as such, and in his billbook he had charged Kiddle for the attendance and conference.

Mr. *Butt* held, that the conference was clearly between attorney and client, and therefore the attorney could not repeat the statement which his client had made to him.

The whole matter was so complicated that it took the counsel three quarters of an hour to open it.

The learned JUDGE directed the jury to acquit the female prisoner, as she must be considered to have acted under the control of her husband.

The jury found the prisoner Mead guilty, and he was sentenced to nine months' imprisonment.

(Before Mr. Justice CROMPTON).

Reg. v. *Paul and others.*

Upon this case of being called on, Mr. *Edwards* came into court, and stated that he was at that moment engaged in the defence of a prisoner before Mr. Butt; he should therefore be very much obliged to his Lordship if he would permit Mr. Paine, the attorney engaged, to state the case to the jury.

Mr. Justice CROMPTON said they were in the habit of hearing counsel at chambers, and they were much shorter in their statements, because they did not make long speeches to please their clients. He should be very happy in this instance to hear Mr. Paine, but counsel must take care, or the attorneys would go to the bar, and might take the business.

Mr. *Edwards* said, the bar need not fear that the attorneys would leave their lucrative business to come to the bar, which was in so drooping a condition.

Mr. *Paine* (a young attorney of Milverton) then stated the case to the jury in a most lucid, plain speech, occupying about five minutes.

The JUDGE then asked Mr. Broderick, the barrister, who happened to be in court, if he would examine the witnesses, which he should think any one could do after the lucid address they had heard.

Mr. *Broderick*, however, declined, and Mr. Paine conducted the case.

With reference to this case, the *Times* remarks that they gave "a faithful report of what occurred in court. Mr. Edwards wishes, however, to have certain facts explained in order to show that he did not infringe the rules of the profession. He states that it was the last case to be tried, when it was unexpectedly called on in the Crown Court (it having been arranged in the morning that it should be taken in the Nisi Prius Court); he was engaged in the latter court addressing the jury in a case of great importance to his client; he therefore sent in his brief to the Crown Court with a request that some counsel there would be good enough to conduct the case for him. The messenger returned, stating that all the gentlemen of the bar had left the court. He then sent his clerk into the town to try to find some friend, during which time Mr. Justice Crompton waited. Mr. Edwards's clerk returned, not being able to find any one, and, the judge not being able to wait any longer, Mr. Edwards instantly went into the Crown Court, and en route was informed that a junior member of the bar had returned to the court, but had declined to conduct the case, as he had had no opportunity of reading the brief. It was under these circumstances that he asked the judge, as there was no counsel present to do so, and as he knew his client to be a highly respectable and most intelligent gentleman, to allow him to state the case to the jury, which the judge permitted. We cannot quite agree with Mr. Edwards that such a case is of no interest to the public. The fact of an attorney conducting a case at the assizes is certainly a novelty. As to the other circumstances which took place out of court, we could of course know nothing, but it is rather too bad to impugn the accuracy of a report because all matters that took place out of court were not noticed. We again vouch for the accuracy of that which took place in court, and for which alone we are responsible."

BRISTOL.—*Aug.* 15.

The commission was opened in this city on Saturday afternoon last, by Mr. Baron Bramwell. A perfect stop was put to business, arising from a circumstance which the attorneys say is unpardonable. Mr. M. Smith, Mr. Collier, Mr. Karslake, Mr. Coleridge, and Mr. Kingdon, left Wells on the previous Thursday evening to attend a commission of lunacy at Exeter. They left Exeter on Saturday afternoon, and arrived at Bristol that evening. The day following they were engaged in consultations, and took all the briefs that were offered them, but in the evening they decamped, taking with them their briefs, and returned to Exeter. The Court having opened to-day, the moment a cause was named an application was made by the attorney to have the cause postponed, as his counsel were at Exeter; this state of things continued, and no case could be taken. The judge tried all he could; the attorneys begged for indulgence. The judge said, where there was a junior on each side, he should not postpone the case for the leader. Still they could not proceed. There were counsel in the last cause, but they said they were not prepared. The judge said he should have it called on. The counsel said they were not ready. The judge said it must be struck out. Counsel said, if his Lordship struck out every case before it, they could not say anything. A long interval again elapsed, and then the judge called the first cause.

Mr. *Prideaux* said he was for the defendant, with Mr. *M. Smith*.

Mr. *Stone* said he was retained for the plaintiff with Mr. *Collier*, but he had not yet received his brief.

The JUDGE.—Will you have it struck out, or will you withdraw the record?

Mr. *Stone*.—I will withdraw the record, my Lord.

At half-past two o'clock the judge said he did not like that Mr. Stone's client should be the only victim, but something ought to be done to prevent this kind of trick from being played again—trick or error, or mistake, or whatever it might be, Mr. Stone therefore should have his case re-entered at the bottom; he, of course—he meant his client—paying any extra costs. It was just as well that the client should know that he had a remedy against some one. The only way that he could get at the real offenders was to punish the unfortunate parties; it was the only way to get at those who were really to blame.

At last a case was called on in which Mr. Phinn said he was ready for the plaintiff.

The attorney for the defendant said he was in this position:—He came down here prepared to give his brief to Mr. Slade, but he found that morning, that in consequence of the death of Sir John Slade, Mr. (now Sir Frederick) Slade was absent. He then went to Mr. Collier's chambers, and found he was at Exeter. He was a stranger to the bar on this circuit, and he trusted his Lordship would grant him indulgence until to-morrow, as he understood Mr. Collier would be here this evening.

The JUDGE said he thought that no blame could attach to the attorney, and therefore he would at once adjourn.

(Before Mr. Baron BRAMWELL.)

Barnes v. *Holman*.—*Aug.* 16.

Mr. *Collier* asked to mention a case in which Mr. M. Smith was engaged for the plaintiff. He understood that Mr. Smith was not expected till the express train; he had therefore to apply for the case to be postponed until his arrival.

Mr. Baron BRAMWELL.—Mr. Collier, I said yesterday that I would take the cases in their order peremptorily, and I must keep my word.

Mr. *Skynner*, solicitor, 25, Coleman-street, London.—My Lord, I am the attorney for the plaintiff in that case. My briefs were delivered to counsel on Saturday. My witnesses are here; my counsel are not here. I shall be prepared to conduct the case myself, if your Lordship will permit me.

The JUDGE.—I certainly shall not permit you to do so. There are plenty of gentlemen here. I should be taking upon myself the office of a legislator if I permitted it.

Mr. *Skynner*.—My Lord, I retained my leading counsel three months ago, and it was only this morning that I discovered that I should not have his services.

The JUDGE.—You must take somebody else, then. Refusing your application with all civility, I shall not allow you to conduct the case when the bar is perfectly competent.

Mr. *Skynner*.—My Lord, my briefs are very long, and Mr. Justice Crompton allowed an attorney to act at Wells.

The JUDGE.—I appreciate the difficulties of your situation, but I shall adopt my own course.

Here this matter ended.

Mr. Collier was the only one of the absentees who appeared this morning.

Upon the jury being called,

A juror said he could not take the oath, because he was a Christian.

The JUDGE.—The great majority of the world are clearly of a different opinion. There are wrong-headed people, but some of them are entitled to respect whenever they act from conscientious principles. You say you think you can't take the oath; therefore you can't do it. What do you propose to do?

The Juror.—The words of Scripture, 5th Matthew, are very explicit.

The JUDGE.—I am not going to argue it. We must take it, and I believe that the man who differs from all the world is wrong. What do you wish to do—will you affirm?

The Juror.—I can't take upon me the office of a juryman. I am a Christian, and, the Lord having pardoned my sins—

The JUDGE.—Why can't you take the oath?

The Juror.—According to the doctrine of grace.

The JUDGE.—Of grace? I don't think that is tenable. What has grace to do with earthly matters? Do you say that the verdict has been predestined?

The Juror.—We are not to resist evil—5th Matthew; we are to suffer.

The JUDGE.—You suffer the evil the law puts upon you. It is downright nonsense. The best thing I can say is, that such a man is not fit to sit on a jury.

Mr. *Phinn*.—The counsel on both sides agree with your Lordship.

The JUDGE.—Get out of the box, but don't leave the court, because you are not to make a holiday by your nonsense.

Aug. 17.

THE BAR.—Mr. *M. Smith* begged for himself and friends to correct a mistake which had unaccountably been made, that they had received their briefs and taken them with them to Exeter. He had returned his brief in the first case, which was expected to occupy the whole of Monday, and had made such arrangements as he thought would relieve every one; therefore they had done what they thought was best for the sake of their clients. With regard to their being kept, it was unavoidable, for they were assured by the solicitors who were practised in such matters, by one that the case would be a day cause, and by the other that it would be an easy two-day cause. It was not over yet, although they had sat till twelve o'clock at night. So far as to taking their briefs with them, no common jury brief had left Bristol.

The JUDGE.—Mr. Smith, I do not think you need have taken the trouble to say anything. Persons will hardly regard the rubbish they read in newspapers.

Mr. *Collier* said, it had been stated that he had come to Bristol and had taken all the briefs and decamped with them to Exeter. He would say it was all false. He had come from the country, and all his clients were perfectly aware that he could not be at Bristol on Monday, and he had not taken any brief with him.

Mr. *Coleridge* said, as a very humble delinquent, so far as a mere statement of fact went, not a single rag of paper had left Bristol with him, and they had returned those they could not attend to.

Mr. Baron BRAMWELL.—So long as there are people who take a pleasure in reading scandal, some would be found for them, and people must make up their minds to it.

The *Times'* reporter, in explanation, states that in the discharge of his duty he most faithfully reported what took place; he was assured by most respectable attorneys that counsel had taken their briefs with them, and that that was the reason they could not hand them to other counsel; but he did not state the harsh remarks he heard made by the attorneys with reference to the absence of their counsel.

A DEFAULTING JUROR.—The juror who yesterday refused to be sworn was called this morning, but not answering, the judge said he should fine him £20.

A WITNESS ARRESTED.—Mr. *Collier* said, a person who had been subpœnaed had been arrested. He had therefore to move that he should be discharged.

The JUDGE, upon looking at the warrant under which the person had been arrested, observed, that it was for Queen's taxes; he did not know how that was, or whether the person would be exempt from arrest under such circumstances. At length his Lordship said, after some consideration, he thought this was a civil process on the part of the Crown.

Mr. *Collier* said, the Crown did not treat the man as a criminal.

The JUDGE said, the only doubt was, whether the Crown ought not to have an opportunity of appearing; whether it ought not to be sent before a judge at chambers, so that the Crown might appear and be heard. However, he thought he had a right to be discharged, and he must be discharged. He would be free while he was here, and until he returned to his own home.

MARYLEBONE POLICE COURT.—*Aug.* 16.

ASSAULT BY A SOLICITOR AND HIGH BAILIFF.—Mr. John R. Aikman, solicitor and High Bailiff of the Sheriffs' Court, in the City, was charged before Mr. Broughton with assaulting Henry Tidy, aged sixteen, who resided with his father.

Previous to the case being entered into, the defendant made a complaint to the magistrates, that, although having been bailed at the station-house, he was, notwithstanding, forced by the constable by whom he was taken into custody into the room, where there were other prisoners.

The case was then gone into, when it appeared from the evidence that the complainant was seen to go up the steps leading to the house door of the defendant, who resides at No. 5, York-place, Portman-square, and that he was seen by the defendant to go towards the street-door bell for the purpose of ringing it. The defendant, who was watching him, opened the door, upon which complainant ran away. Defendant followed him, and gave him a few slaps on his head, for doing which he was given in charge by a passer-by.

Evidence on the other side went to show that a violent assault had been committed on the boy.

Mr. BROUGHTON remarked, that he believed there had been some exaggeration as to the violence of the assault upon the complainant, and he advised defendant to give him (complainant) some money.

Defendant declined to do so, remarking, that it would be an encouragement to boys to annoy him by ringing his bell, to which annoyance he was constantly subjected.

The defendant was then fined 1*s.*, and discharged.

JUDICIAL STATISTICS, 1858.

COURTS OF BANKRUPTCY.—The returns for the Courts of Bankruptcy have been prepared with great fulness by the heads of the different departments of the London and the district courts. They have been framed to show the total amount of the proceedings of each class in the year, irrespective of the individual cases; this appeared the only principle which could be adopted for the yearly return of proceedings, which, in the cases commenced, do not necessarily terminate in the year, but may extend over several years. The proceedings in 1858 were:—

Petitions for adjudication by creditors	897	
Petitions for adjudication by traders against themselves..	445	
Petitions for private arrangement under the control of the Court	240	
		1,582
Petitions by creditors or traders, or for private arrangement, upon which adjudications of bankruptcy were made		1,343
Petitions by joint stock companies under Winding-up Acts		24
Total number of persons declared bankrupt, whether trading singly or in partnership..		1,520

The numbers declared bankrupt, classed as follows, were—bankers, 3; brokers, ship-brokers, bill-brokers, scriveners, 52; merchants, agents, factors, warehousemen, 231; manufacturers, 247; tradesmen, shopkeepers, dealers, 551 (a large class, and supplying 37·8 per cent. of the whole number of bankrupts); victuallers, hotel and lodging-house keepers, coffee-house keepers, 202; cattle salesmen, and agricultural dealers, 47; other classes, 124. Total, 1,457.

The number of bankrupts who passed their last examination were 1,280, and the total amount of the debts upon their balance-sheets (calculating the debt only once of course, where members of one firm pass their examination at different times) was £8,215,629, averaging £6,418 in each bankruptcy. Classifying the debts, it appears that they were:—

42	Bankruptcies,	debts in	balance	sheets	under £300.
91	,,	,,	,,	£300 and under	£500
187	,,	,,	,,	£500 ,,	£1,000
595	,,	,,	,,	£1,000 ,,	£5,000
116	,,	,,	,,	£5,000 ,,	£10,000
62	,,	,,	,,	£10,000 ,,	£20,000
44	,,	,,	,,	£20,000 ,,	£50,000
11	,,	,,	,,	£50,000 ,,	£100,000
12	,,	,,	,,	above £100,000	

So that above half (51·2 per cent.) fall between the mean of £1,000 to £5,000, and 21.1 per cent. only exceeded the latter sum.

The total amount of the bankrupts' assets received and distributed are stated as follows:—

	£
Assets received by the official assignees	1,785,263
Special charges and deductions	316,729
Expenses of administration (which are given in detail in the Returns)	409,852
Debts paid in full	28,275
Dividends ordered	933,635

The special charges and deductions amount to 17·8 per cent. on the assets; the debts paid in full and dividends ordered to 53·8 per cent.; the expenses of the bankruptcy to 22·9 per cent.

The dividends ordered were at the following rates:—Barely one-third exceeding 2*s.* 6*d.* in the pound; 486 cases nil; 692 under 2*s.* 6*d.*; 323, 2*s.* 6*d.* and under 5*s.*; 136, 5*s.* and under 7*s.* 6*d.*; 62, 7*s.* 6*d.* and under 10*s.*; 49, 10*s.* and under 15*s.*; 22, 15*s.* and under 20*s.*; 35, 20*s.*

The facts upon which an opinion may be formed as to the circumstances under which the bankruptcies took place will be found in the class of certificate awarded; and the number of previous bankruptcies or insolvencies, as well as from the more precise information which the Commissioners have been enabled to add upon the apparent causes of bankruptcy, obtained in going through the cases in order to determine the class of certificate which should be granted. The certificates granted were:—

	Immediate.	Suspended.	Total.
First class.....	172	2	174
Second class.....	493	113	606
Third class	266	203	469
Certificates refused with protection			5
,, ,, without protection.....			31

The number of bankrupts whose certificates were adjudicated upon, against whom a previous bankruptcy, insolvency, composition, or arrangement was shown, were—once, 231; twice, 34; thrice, 2. In 876 cases the bankrupts had not been previously before either the Bankrupt or Insolvent Court. The apparent causes of bankruptcy in the cases adjudicated are stated by the Commissioners to have been:—Reckless and unsound speculations, excessive trading, 457, or 37·1 per cent.; interest, discounts, accommodation bills, suretyship, 145, or 11·8 per cent.; incompetence, neglect, personal extravagance, 432, or 35·1 per cent.; and unavoidable misfortunes, 197, or 16.0 per cent.

INSOLVENT DEBTORS' COURTS.—By the insolvency laws, relief is provided for debtors of all classes not within the operation of the bankrupt laws, including traders whose debts do not exceed £300. The Court in London for the relief of Insolvent Debtors exercises the original jurisdiction in insolvency, as enlarged and amended by several statutes. In the cases of all prisoners who file petitions under the statute 1 & 2 Vict. c. 110, the Court deals exclusively with those confined in any gaol in the counties of Middlesex and Surrey, or the city of London, or the borough of Southwark, and refers for the hearing and determination of the county courts the cases of any others than those confined in the above gaols. But after adjudication, these cases are returned to the Court in London, which then exercises all its jurisdiction with regard to the realisation of the estate and the apportionment of the dividend.

First, with regard to the proceedings under the Act 1 & 2 Vict. c. 110, in the case of debtors actually in prison for their debts; of these there were petitions filed by 157 professional men, 21 officers in the army and navy, 95 clerks, 2,183 traders, 28 lodging-house keepers, 83 shopmen, 235 agents, 94 manufacturers, 194 mechanics, 117 graziers, farmers, and millers, 241 of other classes, making a total of 3,448, of whom the cases of 885 were heard in the London court, and 2,563 were referred to the county courts.

The debts of these insolvents, secured and unsecured, whose schedules, 3,277 in number filed in the year, were—

Under £100.....	214
£100 and under £300	933
£300 ,, £500.....	666
£500 ,, £1,000.....	719
£1,000 ,, £3,000.....	577
£3,000 ,, £5,000.....	82
£5,000 and above	86

And their previous insolvencies or bankruptcies are returned as, once, 651; twice, 124; thrice, 33; above three times, 11.

The proceedings or hearings in the year are returned as—

Prisoners who appeared for hearing	3,337
Petitions dismissed on hearing.....	287
Adjudications for discharge, viz.—	
Forthwith.....	2,483
At 2 years and above 1 year from vesting order.....	22
At 1 year ,, 6 months ,, ...	92
At 6 months ,, 3 months ,, ...	213
At 3 months ,, 2 months ,, ...	99

At 2 months	„ 1 month	„	71
At 1 month and under			15
Adjourned and have not appeared again			44

The number of the estates realised in the year were 183, and the proceeds whereon dividends were declared, 33,864*l.* 19*s.* 8*d.* This gives an average of 185*l.* 1*s.* 1*d.* on each estate, of which 29*l.* 7*s.* 7*d.* was incurred for the expenses of the administration (as is shown in detail in the table), including the allowances to the assignees and the insolvent, and 155*l.* 13*s.* 6*d.* declared for dividend. The amount of the scheduled debts was 366,982*l.* 11*s.* 8*d.*, of which 205,013*l.* 9*s.* 4*d.* was ascertained for dividend, so that the above amount realised was 16*l.* 10*s.* 4*d.* per cent. on the latter sum.

The rates in the pound of the above 183 cases, in which dividends were declared, are classed as follows; but in 34 cases the dividend enumerated was not a first dividend, and in six cases the dividend subsequently added, made up the payment to the full 20*s.*

Under 1*s.*	47	5*s.* and under 10*s.*	34
1*s.* and under 2*s.* 6*d.*	46	10*s.* and under 15*s*	4
2*s.* 6*d.* and under 5*s.*	49	15*s.* and above	13

There were also thirty-seven cases recorded of scheduled debts, amounting to 207,533*l.* 8*s.* 2*d.*, satisfied by payment or otherwise, the debtor showing all to be paid or released.

The remaining jurisdiction which is set forth in the tables is, under the special provisions of the 5 & 6 Vict. c. 116, and 7 & 8 Vict. c. 96, commonly known as the Protection Acts, which enable traders whose debts are under £300, and other debtors, to file petitions and obtain protection from arrest. In all cases in which the insolvent resides within twenty miles of the General Post Office, this jurisdiction is exercised by the Court in London. But since the Act of 1847, 10 & 11 Vict. c. 102, all other cases are transferred to the judges of the county courts.

The total number of petitions and schedules filed under the above two Acts in the year were 3,126—of these 98 were by professional men; 10 by officers in the army or navy; 89 by clerks; 2,279 by traders; 26 by lodging-house keepers; 38 by shopmen; 48 by agents; 52 by manufacturers; 127 by mechanics; 62 by graziers, farmers, and millers; and 297 by other classes.

The amount of the scheduled debts of these insolvents, secured and unsecured, in the following scale, were—

565	Insolvencies	Scheduled Debts	under £100.	
2,311	„	„	£100 and under	£300.
165	„	„	£300 „	£500.
54	„	„	£500 „	£1,000.
44	„	„	£1,000 „	£3,000.
1	„	„	£3,000 „	£5,000.
9	„	„	£5,000 and above.	

The numbers who had been before insolvent or bankrupt prove under 10 per cent. They were—once before, 251; twice, 41; thrice, 3; above three times, 4.

The amount of the debts recovered show the poverty of the cases submitted. Upon 420 estates realised whereon dividends were declared, the total value of the estates, debts, and effects, was 16,295*l.* 2*s.* 7*d.*, an average of 38*l.* 15*s.* 11*d.* only in each case. The amount for dividends was 11,611*l.* 6*s.* 4*d.*, and the total expenses of the administration, which the tables give in detail, 4,123*l.* 18*s.* 10*d.*, or 25.3 per cent. on the estates realised, but in these particulars the returns, as will appear on a reference to them, are not in every instance complete. The scheduled debts, less those twice entered, were 161,658*l.* 15*s.* 9*d.*, and the amount ascertained for dividend 113,213*l.* 13*s.* 10*d.*, upon which the rate of dividend was 10.2 per cent. The rates in the pound of the dividends were:—Under 1*s.*, 153; 1*s.* and under 2*s.* 6*d.*, 173 (making 73.4 per cent. of the cases under 2*s.* 6*d.* in the pound); 2*s.* 6*d.* and under 5*s.*, 82; 5*s.* and under 10*s.*, 33; above 10*s.*, 3. But it is stated that where no dividend is declared debts are often satisfied, as when petitions are dismissed on hearing or on subsequent application, and in some cases when the petitioner fails to appear, payment may be presumed.

The relative amount of the business in insolvency matters, brought before the Insolvency Court and the county courts, will be estimated upon a comparison of some of the chief proceedings. But it must be remembered that, after the decision of the county court the estates are administered under the inspection of the Insolvent Court.

	Insolvent Court.	County Courts.
Under the Insolvency Acts—		
Petitions filed	885	2,063
Insolvents who appeared for hearing	838	2,479
Estates realised	78	105
Proceeds whereon dividends declared....	£18,232	£15,632
Amount of scheduled debts	£215,437	£151,544
Debts satisfied by payment or otherwise	£181,122	£26,411
Under the Protection Acts—		
Petitions and schedules filed	1,022	2,104
Petitioners who appeared for hearing....	1,176	2,055
Estates realised	79	341
Value of estates, debts, and effects realised	£2,883	£13,412
Scheduled debts	£26,770	£134,868

Extraordinary Lunacy Case.—A commission de lunatico inquirendo, which lasted five days, was concluded on Wednesday afternoon, at the Castle of Exeter. The commission was opened on Friday last, before Mr. Commissioner Warren and a jury composed of country gentlemen. The petitioner was Dr. Greenup, of Warrington, in Lancashire, and the lunatic was Miss Phœbe Ewings, an old lady of eighty years of age. The facts, which were of an extraordinary character, were briefly these:—In the year 1853 Miss Ewins's sister died, and the bereavement much affected her mind. She was afterwards known to moan and to wander in a disconsolate manner through the streets. In October, 1858, she was attacked with paralysis, from which she physically recovered; but it was alleged that her mind was entirely broken down. Shortly afterwards she had an attack of mania, and was confined in Haydock Lunatic Asylum. Here she was said to have delusions and morbid aversions; she said that an attempt had been made to strangle her, and that while in the asylum an attempt was made to convert her to Roman Catholicism, &c. Some of her friends, believing that she would be better if removed to a private residence, took her out of the asylum, and the Rev. H. T. Ellacombe, her third cousin, who believed himself the next-of-kin, brought her to Exeter, and placed her in lodgings with a Miss Cousens, with whom she had formerly lodged. Dr. Shapter, a physician of considerable eminence, having attended her before, was called in, and he saw the old lady almost daily. He appeared to have acquired great influence over her, for a short time ago he, at her request, took instructions for a will, in which she gave several legacies, and made the doctor the residuary legatee. The amount of the legacies was £1,000, and the remainder of her property amounted to £13,000. A will was made from these instructions, but was subsequently torn up, and another will, prepared by Mr. Gray, solicitor, of Exeter, was made, in which the bulk of the property was left to Dr. Shapter, and, in the event of his death, to his eldest son and the rest of his children. Dr. Shapter, however, immediately wrote to Mr. Beamont, Miss Ewings's solicitor at Warrington, stating what the old lady had done, but declaring most emphatically that neither he nor his children should ever take a single farthing under the will, notwithstanding that he thoroughly believed her to be in a sound state of mind and quite capable of executing a will. This Dr. Shapter put in writing, and communicated to several gentlemen, but failed to inform the Rev. H. T. Ellacombe of it, as he had promised to do. It was contended by the counsel for the petitioner, that this declaration of Dr. Shapter was a proof that he did not consider Miss Ewings to be of sound mind. Several witnesses were called, who stated that Miss Ewings was of unsound mind. In answer to the petition, it was contended, and deposed to by several witnesses, that Miss Ewings had fully recovered from her attack of mania; that, allowing for the feebleness of old age, she was a lady of average intelligence, of good memory and powers of observation; and that, with regard to her bequest to Dr. Shapter, she persisted in making it, saying that she had no relatives that she cared anything about, that none of them had ever taken any interest in her, and that, with regard to the petitioner, who had recently discovered himself to be the next-of-kin, her family had had a lawsuit with his, and that therefore she much disliked him. Dr. Shapter was examined, and positively stated that he would never take any benefit under the will. The Commissioner and jury had an interview with Miss Ewings, and the latter unanimously pronounced her of unsound mind and incapable of managing herself and her property. The case has created the utmost excitement in Exeter and the neighbourhood.

The Richmond Poisoning Case.—Dr. Smethurst's trial was brought to a conclusion yesterday afternoon, and a verdict of guilty having been returned, the prisoner was sentenced to death in the usual manner.

Evidence in Chancery Commission.—The Queen has been pleased to appoint the Right Honourable the Lord Chancellor; the Right Honourable Lord Lyndhurst; the Right Honourable Lord Cranworth; the Right Honourable Lord Wensleydale; the Right Honourable Lord Chelmsford; the Right Honourable Lord Kingsdown; the Right Honourable Sir John Romilly, Knt.; the Right Honourable Sir James Lewis Knight Bruce, Knt.; the Right Honourable

Sir George James Turner, Knt.; the Right Honourable Sir William Page Wood, Knt.; Sir Richard Bethell, Knt.; Sir Hugh M'Calmont Cairns, Knt.; George Markham Giffard, Esq., Q.C.; William Strickland Cookson, Esq.; and George Tallentire Gibson, Esq.; to be Her Majesty's commissioners to inquire into the mode of taking evidence in the Court of Chancery, and its effects.

Stamps on Assignments of Leases.—A correspondent from Huddersfield communicates the following:—It appears there is a casus omissus from the statute 17 & 18 Vict. c. 83, on stamping an assignment of a lease for sixty years' at a rent of £3, and a re-assignment, endorsed (on the occasion of an appointment of new trustees). The commissioners consider sixpence the proper stamp for each deed, on the ground that the case is governed by 13 & 14 Vict. c. 97.

The Divorce Court.—It appears that out of 356 cases in which dissolution of marriage has been sought on the ground of adultery, such adultery is alleged in 262 cases to have occurred before the passing of the Divorce Act—that is, before August 28, 1857; consequently, the cases arising from 1857 to 1859 have been at the rate only of about forty-seven a-year on the whole population of England and Wales.

Mr. F. W. Slade, Q.C., of the Western Circuit, has succeeded to the baronetcy, caused by the death of his father, Sir John Slade, one of the oldest officers in the army, who died last week at the advanced age of ninety-eight.

The Queen has been pleased to appoint Augustus Redhead, Esq., to be a stipendiary magistrate for the island of Trinidad.

We (*Post*) believe we may state that during the present recess the Government will apply its anxious consideration to the following important topics of legal reform:—Transfer of land, the law of bankruptcy, and the systematic consolidation of the statutes.

Notes on Recent Decisions in Chancery.

(By Martin Ware, Esq., *Barrister-at-Law.*)

Partnership—Goodwill—Power of Executors to bind each other.

Smith v. *Everett*, 7 W. R., M. R., 605.

This case contains some useful observations of the Master of the Rolls on the right of the executors of a deceased partner to the goodwill of the business. There is no doubt that the goodwill forms, upon the death of one partner, assets of the partnership, and the executors of the deceased partner are entitled to a share in proportion to their testator's interest in the concern. But on the other hand, in estimating the value of the goodwill as between the partners, the circumstances of the business must be taken into account. For instance, if the premises belong to the surviving partner, and he has therefore the power of carrying on the business on his own account in the same place, although under a different style, the goodwill of the old partnership will be reduced in value. In the present case the partners were bankers, and the premises where the business was carried on belonged to the surviving partner, who had also the right of issuing the bank notes, so that the goodwill of the old partnership amounted to very little. The surviving partner sold the business for £10,000, after repaying the executors of the deceased partner the capital which he had invested in the firm. They, however, claimed, in addition, a moiety of the £10,000; but the Master of the Rolls held that only a small portion of this sum represented the goodwill of the old firm, and directed an inquiry as to the amount.

Another point decided in the case was the power of two out of three executors to bind the other in a settlement of an account. The Master of the Rolls considered it clear that any two or any one executor may settle an account so as to bind the others as between the executors and the person with whom they deal. But there may be a question whether an executor so acting without the concurrence of his co-executors may not make himself liable to his cestuis que trusts.

Charitable Trusts Act—Pending Matter.

Re Jarvis's Charity, 7 W. R., V. C. K., 606.

By the 16 & 17 Vict. c. 137, s. 17, the sanction of the Charity Commissioners is required previously to the commencement of any proceeding relating to a charity, "not being an application in any suit or matter actually pending." This exception has given rise to a question which has been several times the subject of judicial decision, namely, what is to be considered "a suit or matter actually pending."

In *Re Lister's Hospital* (6 De G. M. & G., 184), it was decided by the full Court of Appeal, that, where money had been paid into court, as the purchase-money of land taken by a railway company, and an application was made by the charity to re-invest it in other land, for the purpose of the charity, this was "a matter pending," and the consent of the Charity Commissioners was not required. It is to be observed, that, in the view taken by the Court, it made no difference whether the proceedings had been commenced before or after the passing of the Act, the opinion of their Lordships being, that the words "actually pending" refer, not to the time of the passing of the Act, but to the time when the application is made; thus overruling the decision of the Master of the Rolls, in *Re Markwell's Legacy* (17 Beav. 618). The object of the Act is, to prevent the institution of useless and unfounded proceedings on behalf of a charity. But if the Court is set in motion with some other object, and the interests of a charity are concerned, it is not intended that the Court should be prevented from doing what is right until it has the sanction of the Charity Commissioners. Upon the same principle, in the case of *Re St. Giles's & St. George's Bloomsbury Volunteer Corps* (6 W. R., 434; s. c., 25 Beav. 313), where money belonging to a charity had been paid into court under the Trustee Relief Act, and a petition was presented for a scheme for its application to charitable purposes, the Master of the Rolls decided that it was in a matter actually pending, and made the order without the sanction of the commissioners.

On the other hand, although the Court has already had the administration of the charity funds, and has even settled a scheme, if a petition be presented on a new subject, as, for instance, for a new application of the charity funds, or for some alteration in the scheme, the matter will be considered new, and the consent of the commissioners will be required. So in *Re Ford's Charity* (3 Drew, 324), on an application for the building of a new school-house out of the funds of a charity, a scheme for which had been previously settled by the Court, the sanction of the commissioners was held necessary.

In the present case (*Re Jarvis's Charity*), various proceedings had taken place in Chancery for the regulations of the charity, and a final order had been made, settling a scheme for the administration of the trusts; but, it becoming necessary to appoint new trustees, a fresh petition was presented for that purpose, and also praying for an alteration in the number of trustees, which constituted a quorum. Vice-Chancellor Kindersley, in accordance with *Re Ford's Charity*, directed the certificate of the commissioners to be obtained.

Notes on Recent Cases at Common Law.

(By James Stephen, Esq., *Barrister-at-Law, Editor of "Lush's Common Law Practice," &c., &c.*)

County Courts—Residence of Plaintiff—Costs.

Butler v. *Ablewhite*, 7 W. R., C. P., 583.

This was a case upon the construction of the County Court Acts with regard to costs. The action had been brought in the superior court for a debt under £20, the plaintiff being of opinion he was entitled to do so, and yet to recover costs by reason of his dwelling more than twenty miles from the defendant's residence—a fact which, by giving the superior courts a concurrent jurisdiction with the county court, under 9 & 10 Vict. c. 95, s. 128, entitled plaintiff to costs under 15 & 16 Vict. c. 54, s. 4. It appeared, however, that the plaintiff had two permanent residences, one of which was beyond, and the other within twenty miles of the defendant's house; and the question was, whether the word "dwelling," as used in 9 & 10 Vict. c. 95, s. 128, must be taken to mean the residence nearest to the defendant (where the plaintiff had several), or whether the plaintiff was entitled to the privileges attaching to the more distant one. This point was determined by the Queen's Bench in a recent case (*Bailey* v. *Bryant*, 28 L. J., Q. B., 86), against the plaintiff; but in the teeth of this decision the Court of Common Pleas have, in the present case, held the other way, so that the point is more unsettled than ever. The Common Pleas found their opinion mainly on an earlier decision of their own (*Macdougall* v. *Paterson*, 11 C. B. 755), in which the difficulty was discussed, but not determined. In consequence, however, of the case in the Queen's Bench, on which the defendant had relied, the present rule (which called on the plaintiff to show cause why the proceedings in the action should not be stayed on payment of the debt without costs) was discharged without costs.

LAW OF BANKRUPTCY—TO WHOM NOTICE OF BANKRUPTCY MAY BE GIVEN.

Brown v. *Briscoe*, 7 W. R., Q. B., 584.

This was a question whether the defendant (an execution creditor), took certain goods from a bankrupt after notice of his bankruptcy. It appeared that the notice relied on by the plaintiffs (who sued as assignees of the bankrupt's estate), had been given to the *agent* of the attorney of the defendant; and it was urged on his behalf that his attorney's agent, although for certain purposes the attorney of the execution creditor himself had no authority to withdraw the execution under which the goods were seized; and that, according to the case of *Pike* v. *Stephens* (12 Q. B. 465), it was essential that an agent capable of receiving a valid notice of bankruptcy, so as to bind his principal, should be clothed with that power. However, the Court held, that under the circumstances before them, the notice was sufficient; as it was a case in which an agent could properly employ a sub-agent to see the execution carried out (which appeared to have been done in the present instance), leaving the sub-agent, to whom the notice was actually given, a discretion whether to proceed or not.

PAROCHIAL SETTLEMENT—LAW OF REMOVAL.

Reg. v. *The Churchwardens and Overseers of Elvet*, 7 W. R., Q. B., 586.

By 9 & 10 Vict. c. 66, it is provided that no person shall be removed from any parish in which he or she shall have resided for five years next before the application for the warrant, provided that the time during which such person shall receive relief from any parish shall be excluded in the computation of the five years. The question in the present case was, whether this status of irremovability is capable of transmission to the children of the person who has acquired it; and the Queen's Bench have decided this in the affirmative. Hence, if a man reside for the full period of five years in a certain parish, and thereby becomes irremovable therefrom, and afterwards has a child born in wedlock, such child inherits the status of the father, and cannot be removed; and this is so, though before the child be five years old, and consequently before it has acquired the condition of irremovability on its own account, parochial relief is given to its mother, thereby causing an intermission in the five years' residence.

AMBASSADORS, PRIVILEGES OF—PLEA TO THE JURISDICTION.

Magdena Steam Navigation Company v. *Martin*, 7 W. R., Q. B., 598.

In this case the subject of the privileges of ambassadors from foreign states, and their immunity in particular from being sued in the civil courts of this country, was discussed, and the true principles which govern the law on this head carefully sifted and explained by the Court in their judgment. The particular question which was raised, was, whether the protection given by the law is only against such proceedings as put in peril the person or the goods of the defendant, or whether it extends also to the inception of hostile proceedings in the civil courts. In other words, whether an action commenced against a person entitled to the privileges of an ambassador, may be stopped simply by placing on the record a plea to the jurisdiction, or whether he must apply to the Court to stay the proceedings. The Queen's Bench, while admitting that there has been hitherto no express decision to that effect, have in the present case held the larger proposition to be law; and gave judgment for the defendant on a demurrer to a plea of jurisdiction. In arriving at this result, in accordance with the law of nations, it became necessary to deal with a decision of the Dutch Courts in the year 1780 (Bynkershock De Foro Legatorum, ch. 14, s. 6), authorising the seizure of certain of the effects of an ambassador, who left the Hague in debt; but this case was explained by the Court to be governed by the exceptional circumstance, that the envoy in question had engaged in commerce in the country to which he was sent, for his own private gain. A dictum of Lord Coke (4 Inst. 153), to the effect that ambassadors must not only answer here for crimes against the law of nations, but for such contracts as are good by the law of nations, was as easily disposed of by the observation that Lord Coke, though so great an authority as to our municipal law, was entitled to little respect as a general jurist. The Court, however, also dealt with the question on general principles of equity and convenience; and came to the conclusion that according to these, there could be no doubt that ambassadors were entitled to the full extent of the privilege insisted on by the defendant. The true idea was, that an ambassador must be free from every species of co-actio—at liberty to devote himself body and soul to the business of his embassy. He is, indeed, for all judicial purposes, considered as still residing in his own country. Now, as the Court remarked, it cannot be contended that there is no co-actio to an ambassador who is compelled to defend an action, even though his person and goods may be secure. The action, for example, may impute to him some gross fraud or libel, to refute which it will be necessary for him to retain legal advisers, and incur considerable expense and inconvenience. Finally, the Court suggested that "those who cannot safely trust to the honour of an ambassador, in supplying him with that which he wants, may refuse to deal with him without a surety who may be sued; and the resource is always open of making a complaint to the Government, by which the ambassador is accredited."

Parliament and Legislation.

HOUSE OF LORDS.

Friday, Aug. 12.

THE BANKRUPTCY AND INSOLVENCY (IRELAND) ACT AMENDMENT BILL.

This Bill was read a second time and passed through its remaining stages.

Saturday, Aug. 13.

This day Parliament was prorogued till the 22nd of October, by commission. The commissioners were—the Lord Chancellor, the Earl Granville, the Duke of Somerset, the Earl of St. Germans, and Viscount Sydney.

The Royal assent was given by commission to the following Bills relating to legal matters:—The Law of Property and Trustees Relief Amendment Bill; the Probates and Letters of Administration (Ireland) Bill; the Imprisonment for Small Debts Bill; the Bankruptcy and Insolvency (Ireland) Act Amendment Bill; the Divorce Court Bill; the Sessional Divisions Bill; and the Law Ascertainment Facilities Bill.

HOUSE OF COMMONS.

Friday, Aug. 12.

THE RUTLANDSHIRE SESSIONS.

Mr. MELLOR moved an address to the Crown, for a copy of the conviction of two men, named Yates and Lagden, at the last Rutlandshire Quarter Sessions, held on the 30th June, and of the sentences passed upon them respectively. They were tried at the Rutlandshire sessions, where there was no bar, and they were described as notorious poachers, and were convicted upon the evidence of an accomplice of stealing about one cwt. of oilcake. Yates, who was sixty-five years of age, and against whom there was a previous conviction for felony, was sentenced to fifteen years' penal servitude, and Lagden, who was twenty-five years of age, was sentenced to ten years' penal servitude. He ventured to say, that these were sentences without precedent, for sentences of penal servitude were seldom for a longer period than six years. In sentencing the second prisoner, the chairman observed that, as the bench believed he had been led into the commission of the offence by his elder companion, they would therefore sentence him to ten years' penal servitude. He (Mr. Mellor) could not help thinking that these men had been tried for one offence and punished for another; and he believed that such proceedings on the part of magistrates were calculated to bring not only the game-laws, but the penal laws generally, into odium and disrepute. He hoped some assurance would be given to the House that an inquiry would be made on the subject.

Mr. G. CLIVE said, there would be no objection to the return, and stated that the Home Secretary had taken all the necessary steps to ascertain the facts from the local authorities. He must say that, according to the statement, the sentences seemed almost an enormity. But he hoped there might be some circumstances not within the knowledge of the House which justified the conduct of the magistrates.

The motion was then agreed to.

ELECTION PETITIONS.

The following is a list of the petitions to be tried in the next session:—Weymouth and Melcombe Regis, Carlisle, Barnstaple, Roscommon, Great Yarmouth, Newry, King's County, Chatham, Dover, Carlow, Dundalk, Clare, Lyme Regis, Peterborough, Athlone, and Norwich.

Select committees have reported on the following:—Ashburton: Mr. Astell seated. Aylesbury: Mr. T. T. Bernard and Mr. S. G. Smith seated; Mr. Wentworth unseated. Beverley: Major Edwards seated and Mr. Walters unseated. Bury: Mr. Peel seated. Cheltenham: Colonel Berkeley seated. Dartmouth: Mr. Schenley unseated; void election. Glocester: Mr. Price and Mr. Monk unseated; void election. Huddersfield: Mr. E. A. Leatham seated. Kingston-upon-Hull: Mr. Hoare unseated; void election. North Leicestershire: Lord John Manners and Mr. Hartopp seated. Limerick City: Major Gavin seated. Maidstone: Mr. Buxton and Mr. Lee seated. Norwich: Lord Bury and Mr. Shneider unseated; void election. Preston: Mr. Grenfell seated. Wakefield: Mr. W. H. Leatham unseated; void election.

The New Income Tax.—The new Income Tax Act has just been printed. The additional duty of 4*d.* in the pound is payable on all incomes amounting to and above £150 a year. It has been supposed that the duty of 1½*d.* would be imposed on incomes not exceeding £150, but the words are very clear on the subject. The additional 4*d.* in the pound on property, profits, and gain, and on lands, tenements, hereditaments, and heritages in England 2*d.*, and in Scotland and Ireland 1½*d.*, "shall be collected and paid with, and over and above, the first moiety of the date assessed or charged." The additional rates of duty are to be charged on half-yearly and quarterly assessments. Deductions are to be made on payment of interest, rent, &c.; and if such payments be made without the deduction, they may be recovered and received from the person to whom the same may be made. The allowance of duty to persons in respect of deferred annuities is to be extended to the like annuities contracted for with the National Debt Commissioners. The Act reduces the period of credit allowed to maltsters from eighteen to twelve weeks, and a discount of six weeks is to be allowed to them in consequence of the reduction of credit on all malt made on and after the 1st of October next, and before the 1st April, 1860. The additional duties can be collected in the half-year ending next October on incomes.

Commitments by County Courts. — The new Act of Parliament to limit the power of imprisonment by county courts is printed. It enacts, "That if a party summoned under and by virtue of the Act of the 9 & 10 Vict. c. 95, s. 98, shall not attend, as required by such summons, or allege a sufficient excuse for not attending, it shall not be lawful for the judge before whom such party shall have been so summoned, to order that such party shall be committed to prison, unless it shall appear to the satisfaction of such judge that such party, if a defendant, in incurring the debt or liability which is the subject of the action in which judgment has been obtained, has obtained credit from the plaintiff under false pretences, or by means of fraud, or breach of trust, or has wilfully contracted such debt or liability without having had, at the time, a reasonable expectation of being able to pay or discharge the same; or shall have made, or caused to be made any gift, delivery, or transfer of any property; or shall have charged, removed, or concealed the same with intent to defraud his creditors or any of them; or has then, or has had since the judgment obtained against him, sufficient means and ability to pay the debt or damages, or costs so recovered against him, either altogether or by any instalment or instalments which the Court, in which judgment was obtained, shall have ordered, and shall have refused or neglected to pay the same." The Act is now in operation.

Disputes between Masters and Workmen.—A Bill "to establish Equitable Councils of Conciliation to adjust Differences between Masters and Operatives" has been prepared and brought in by Mr. Mackinnon, M.P., but of course only for the consideration of hon. members during the present Parliamentary recess. The councils of conciliation will consist of an equal number of masters and operatives, and the awards of these councils (with certain formal exceptions) will be final and conclusive, and not subject to review or challenge by any court or authority whatsoever. These councils will be licensed by the Secretary of State when duly formed (on petition to that effect). They must include at least two masters and two workmen, and not more than six masters and six workmen, with a chairman. The councils will be elected for one year only, on the first Monday in December. The petitioners for a license will elect the first council; but householders and part occupiers of houses in cities and boroughs (where a council has been formed) may be registered as voters for the council, and be elected thereto. The masters will nominate their own portion of the council, and the workmen elect theirs. The sessions of the council are to be held in the Justice Court House.

Acts of Parliament.—In this year (1859) the following Acts were passed:—First Session (22 Victoria), public general Acts, 35; local Acts, 35; private Acts, 1; total, 71. Second Session (22 & 23 Victoria), public general Acts, 66; local Acts, 139; private Acts, 7; total, 212; grand total, 283.

Pontefract Election.—The case of Mr. Overend has been referred to Sir George Grey and Sir John Pakington, and these gentlemen will ask the aid of Sir J. Coleridge as umpire.

Colonists in Parliament.—Mr. John Dunn, jun., who has just been returned as the Conservative member for Dartmouth, was formerly of Hobart Town. Mr. Dunn was a colonist of considerable standing, both in political and commercial circles. He was a member of the old Legislative Council, and as an extensive merchant and shipowner is still largely interested in the Australian colonies. Curiously enough, the defeated candidate on this occasion was Mr. Stuart Donaldson, also an eminent merchant of Sydney, and the first premier of New South Wales under the new constitution establishing responsible government. Mr. Donaldson has established for himself a considerable reputation as a financier and an able speaker.—*Australian and New Zealand Gazette.*

Communications, Correspondence, and Extracts.

LETTERS TO INSOLVENT DEBTORS.

(From the *Civil Service Gazette*).

We inserted last week a rather mysterious paragraph, stating that a great number of letters addressed to the provisional assignee of the Insolvent Debtors Court Office, containing postage-stamps and post-office orders—being remittances from debtors to different insolvents—had been purloined after delivery by the postman, and the money obtained on the orders by forgery of the provisional assignee's name. On inquiry we learn that the statement is quite correct, and that the post-office orders taken from the letters referred to amounted to more than £70 during a period of about two months, and were remittances to the different estates of insolvent debtors. What was the amount in postage-stamps, a convenient mode of sending small sums, abstracted during the same period, is not at present ascertained; but it was probably small. We also learn that some persons who have not received acknowledgments for their remittances have written to the General Post Office to inquire about the fate of their letters, and that investigations are going on. When the question is asked at the office of the Insolvent Debtors Court if a particular missing letter had been delivered, the reply invariably is—No; but, notwithstanding that, it might have been, and most probably was, duly delivered. Hence some of the Letter carriers for that district may fall, and probably do fall, under unjust suspicion, and blame is attributed to them of which they are altogether free. It appears, indeed, that the practice of this Court with respect to letters is most loose and careless, so much so as to render it matter of astonishment that any of them fall into the hands of their right owners. Letters after being delivered by the postmam at the office of the Insolvent Debtors Court are left lying about on the different tables and counters, and may be carried away by any one disposed to lay hands on them. We are informed that it frequently occurs that letters left at this office do not reach their proper destination for two or three days after delivery. Such a system, or want of system, in so important a part of business is very discreditable to any public office, and should be forthwith changed.

The Law of Attorney or Solicitor and Client.

(By J. Napier Higgins, Esq., *Barrister-at-Law.*)

IV.

Proceedings before Judicial Tribunals.

(*Continued from page* 785.)

The client is also liable, as against the opposite party, for the consequences of irregular proceedings in the cause by his attorney; as where an attorney, retained to enforce a judgment, issued a ca. sa. when the debt was reduced below £20, under which the defendant was arrested. *Collett* v. *Foster* (2 H. & N. 356); *Barker* v. *Braham* (2 W. Bl. 866). In the former case, Pollock, C. B., said, that he was not aware of any excep-

tion to the rule, that a person is liable for the acts of his attorney in the conduct of a suit at law brought under his authority. He gives to the attorney the right to represent him, and he is responsible for what the attorney does. The client may also be bound by the acts of his attorney, not merely in the suit, but also by acts purporting to be done by the attorney in reference to the suit, even though he has no explicit authority from his client to do such acts. Thus, where an attorney employed a surveyor to make surveys and valuations, in order to qualify himself to give evidence on a trial on behalf of the client, it has been held by the Court of Exchequer that the attorney is not liable to the surveyor for the expense of the surveys and his attendance to give evidence, and that the witness, in the absence of express stipulation, must, in such a case, look to the client himself; *Lee* v. *Everest* (2 H. & N. 285). In that case it appeared, in evidence, that the surveyor originally considered and treated the client, and not the attorney, as the person by whom he was employed. The Court, however, laid it down expressly, that where an attorney employs a person for a purpose—such as that for which the plaintiff, in *Lee* v. *Everest*, was employed, the attorney is only the agent for his client; and that, primâ facie, the party, and not the attorney, is liable for such a claim. Lord Abinger, C. B., laid down the same rule in *Robins* v. *Bridge* (3 M. & W. 114), as to the liability of the client to pay the expenses of a witness who had been subpœnaed by the attorney. The rule, as stated by his Lordship, in delivering the judgment of the Court, is as follows:—The attorney "does not make himself liable for anything, unless it is for those charges which he is himself bound to pay, and for which he makes a charge." Lord Eldon, however, in *Ex parte Hartop* (12 Ves. 352), held, that a solicitor who sued out a commission of bankruptcy, and employed a messenger of the Court, is liable to the messenger for the payment of his fees; and a bailiff employed by an attorney to execute writs, may maintain an action against him for his fees; *Foster* v. *Blakelock* (5 B. & C. 328); and see *Walbank* v. *Quarterman*, (3 C. B. 94); *Brewer* v. *Jones* (10 Exch. 655); *Fendall* v. *Nokes* (7 Scott, 647). The question in such cases is always, whether the act in question is or is not within the general authority (which may be either express or implied), of the attorney.

Whether an attorney has power (as between himself and his client), under his retainer as attorney in a cause, to refer it to arbitration, does not appear to be wholly free from doubt, upon the result of the authorities; but, as between the client and the opposite party, where no collusion exists, the Court would probably hold the client bound by the act of his attorney, even though it was done against the client's express directions; *Filmer* v. *Delber* (3 Taunt. 486).

In *Faviell* v. *The Eastern Counties Railway Company* (2 Exch. 344), the Court of Exchequer appeared to entertain no doubt that such was the rule. Platt, B., there says, that "an attorney who has once appeared for a party has jurisdiction over the cause, and may refer it. If the attorney acted without authority, and the client is injured, he has a remedy by action against the attorney. Here the attorney having, in fact, appeared for the defendants, they are estopped from saying that he was not properly appointed (the defendants being a corporation), and having authority to appear, he had also authority to conduct the whole case;" and see *Edwards* v. *Cooper* (3 Car. & Pay. 277); *Thomas* v. *Hewes* (2 Cr. & Mee. 519); and also *Iveson* v. *Coningham* (2 D. & R. 307).

But the Court of Common Pleas, in *Bodington* v. *Harris* (1 Bing. 187), granted a new trial where a defendant's attorney entered into a consent rule against the directions of his client. It was an action for a nuisance, and was defended by the defendant's landlord, whose attorney at the trial entered into a consent rule to abate the nuisance against his client's directions. It afterwards appeared that, in fact, the grievance complained of was no nuisance; and the Court held that there ought to be a new trial under all the circumstances; but the Court desired that its decision should not form a precedent.

As to what admissions of an attorney are evidence against his client, see Roscoe's Evid. N. P., 9th ed.

None of these decisions at common law appear to go so far in favour of the client as the case of *Wheatley* v. *Bastow* (3 W. R. 540), in which a fund in Court was assigned to a creditor to secure a debt due to him; and was afterwards paid out of court, without his knowledge, his solicitor having without authority instructed counsel to appear for him and consent. Under these circumstances the Lords Justices held that the creditor was not bound by this unauthorised act of his solicitor. But it seems to have influenced their Lordships' minds in coming to this conclusion that, in fact, the order was obtained by the fraud of the solicitor, whose conduct was as much wrong towards his client as if they had been mere strangers.

Whether an attorney has acted beyond the scope of his authority, is obviously a very different inquiry from the question whether he ever had any authority to act for the assumed client. The general rule for both courts of law and equity is, where an attorney appears, to proceed as if he had authority, leaving the client to such remedy as he may have, if the attorney had not authority. The rule is stated in words to this effect per Holt, C. J., in 1 Salk 86; but in Anon. 1 Salk 88, the Court thus qualifies the rule: "If the attorney be able and responsible, we will not set aside the judgment. The reason is, because the judgment is regular, and the plaintiff ought not to suffer, for there is no fault in him; but if the attorney be not responsible, or suspicious, we will set aside the judgment, for otherwise the defendant has no remedy, and any one may be undone by that means;" and see Anon. 6 Mod. 16.

The reason alleged, however, for this qualification has not been considered satisfactory; and accordingly Rolfe, B., in *Bayley* v. *Buckland* (1 Exch. 6), in delivering the judgment of the Court, observes, that "the non-responsibility or suspiciousness of the attorney is but a vague sort of criterion of safety to the defendant, for by the hypothesis, the defendant is wholly without blame, and may notwithstanding be ruined. It is true that the plaintiff is equally blameless, but then the plaintiff, if the judgment be set aside, has his remedy against the defendant as before, and suffers only the delay and possible loss of costs."

In that case, therefore, the Court of Exchequer laid down a different rule, and confined the liability of the defendant to cases in which the course of the proceedings has given him notice of the action being brought against him. For instance, where the defendant himself has been served with process, and an attorney without authority appears for him, the Court will proceed as if the attorney had authority; because in such a case the defendant, having knowledge of the suit being commenced, is guilty of an omission in not appearing by his own attorney, if he has any defence; and, on the other hand, the plaintiff is without blame. "But even in that case," said his Lordship, "if the attorney be not solvent, we should relieve the defendant upon equitable terms, if he had a defence on the merits. If the attorney were solvent, it would not be unjust to leave the defendant to his remedy by summary application against him. On the other hand, if the plaintiff, without serving the defendant, accepts the appearance of an unauthorised agent for the defendant, he is not wholly free from the imputation of negligence; the law requires him to give notice to the defendant, by serving the writ, and he has not done so." In such a case, the plaintiff will be left to recover his costs from the unauthorised attorney for the defendant, by summary proceedings.

In these cases the question arises between the plaintiff and defendant, and is, as to which of them—both being aggrieved—has been guilty of laches, so as to cause the Court to lean in favour of the other. But these considerations, of course, cannot operate in favour of the attorney, who stands in pari delictu, in reference to both sides. Courts of law and equity adopt substantially the same course with an attorney who commences a suit without the authority of the plaintiff. The only difference is, that ordinarily the question has arisen in courts of equity, where persons have been made plaintiffs merely as formal parties, and the rule of that court being that, unless under special circumstances, a co-plaintiff, who the Court considers has authorised or acquiesced in the policy of the bill, is not allowed to withdraw from the prosecution of the suit, except upon such terms as will prevent it from being detrimental to the other plaintiff (see *Holkirk* v. *Holkirk*, 4 Madd. 50); and from the numerous steps in a Chancery suit, and the time which it lasted (until the recent change brought about by the Chancery Amendment Act, 1852), the question of acquiescence on the part of the assumed client was much more likely to be raised in a Chancery suit than in a common law action; see *Re Manby* (3 Jur., N.S., 260).

Where a suit in equity has been instituted by a solicitor without authority, the client may have the bill dismissed with costs against the solicitor, who will also have to pay the costs of the motion to dismiss (*Allen* v. *Bone*, 4 Beav. 493; *Crossley* v. *Crowther*, 21 L. J. Ch. 565); and if the name of a person is made use of in a bill as co-plaintiff without his consent, he may have it struck out, with costs against the solicitor, unless the co-plaintiff, by his delay, allows further steps in the suit to be taken, after he is aware of his name having been so used; *Wilson* v. *Wilson* (1 Jac. & W. 457).

In *Wade* v. *Stanley* (1 Jac. & W. 674), the bill was dismissed

with costs, and a co-plaintiff was served with a subpœna to pay them, before he was aware that his name had been made use of, for which he had given the solicitor no authority, and Lord Eldon there ordered the solicitor to pay the defendant the whole costs, which had been ordered to be paid by the plaintiffs to the defendant, with liberty to the solicitor to make such application as he might be advised against the other plaintiffs. (See Dan. Ch. Pr. 406). And courts of equity take care also that, as between a client and his solicitor, the client shall not suffer in respect of unnecessary proceedings instituted by the solicitor; as where the solicitor improperly abandons a suit which has been prosecuted up to a certain point, and unnecessarily institutes a new suit; *Wood* v. *Wood* (4 Russ. 558).

There is a similar rule in courts of common law, where an attorney commences an action without authority from the plaintiff. Under such circumstances, it is equally open to the assumed client to move to set aside the proceedings, or to have his remedy against the attorney by action; *Doe* v. *Eyton* (3 B. & Adol. 785). The defendant also may have the proceedings stayed, and compel the attorney to pay the costs of his defence—*Hubbart* v. *Phillips* (13 M. & W. 702)—even after judgment against him; *Robson* v. *Eaton* (1 T. R. 62); *Dupen* v. *Keeling* (4 Car. & Pay. 102); *Anderson* v. *Watson* (3 Car. & Pay. 214); and see *Hammond* v. *Thorpe* (1 C. M. & R. 64); *Souter* v. *Watts* (2 Dowl. 263); *Westaway* v. *Frost* (17 L. J., Q. B., 286); *Cotterill* v. *Jones* (11 C. B. 713). The rule is, that proceedings will be stayed on the application either of the plaintiff or the defendant, but not in the absence of the opposite party; per Parke, B., in *Thatcher* v. *D'Aguilar* (4 W. R. 149).

Where an attorney appeared, without authority, for a defendant in an affiliation case, the defendant was left to his remedy, if any, for such unauthorised appearance; *Reg.* v. *Higham* (5 W. R., Q. B., 507).

Effect of attorney not being certificated or enrolled.—Where an attorney is disabled from suing, by reason of his being without a certificate when the action accrued, warrants of attorney and other securities, which he had taken from his client for business so done, were set aside, upon the ground that, if he could not sue for work done as an attorney, he ought to be allowed to avail himself of the securities which he had obtained in respect of that work; *Wilton* v. *Chambers* (7 Ad. & Ell. 524). But a pleading put in by an uncertificated attorney will not be treated as a nullity; *Haydon* v. *Mynn* (Cro. Jac. 521); *Hill* v. *Mills* (2 Dowl. P. C. 696); *Bayley* v. *Thompson* (2 C. & M. 673). In the last-named case, Parke, B., observed, that "it would be hard if the client, who has no means of knowing whether the person he employs is an attorney or not, should suffer;" and there are several cases in which it has been held that a client shall not suffer on account of his attorney not being enrolled, or being without a certificate. Thus, the Court refused to set aside a judgment obtained by an uncertificated attorney; *Smith* v. *Wilson* (1 Dowl. P. C. 545)—nor will it quash a habeas corpus, sued out; *Glyn* v. *Hutchinson* (2 Ad. & Ell. 660)—nor cancel a bail-bond, because the capias was sued out; *Welch* v. *Pribble* (4 D. & R. 215)—nor reject bail, because it was put in; (Anon. 2 Ch. 98)—nor discharge a rule for setting aside proceedings, because it was obtained (*Harding* v. *Purkess*, 2 Marsh, 228) by an uncertificated attorney.

When the fact that the attorney is not enrolled, or is without a certificate, or that he has never been admitted, is discovered, the proper course for the client to adopt is, to move to stay proceedings till a proper attorney shall be appointed; *Constable* v. *Johnson* (1 Dowl. P. C. 598), and per Lord Lyndhurst, C. B. in *Bayley* v. *Thompson* (sup.) Or the other side may move to set aside the proceedings; and the defendant, if he desires to settle the action, may have the proceedings stayed on payment of the plaintiff's claim, without costs, except when the plaintiff has made advances in the suit to the attorney, without being aware of his disqualification, when the defendant cannot put an end to the proceedings without paying the plaintiff's costs to the amount of the money so advanced by him; *Paterson* v. *Powell* (2 Dowl. P. C. 738); *Wilson* v. *Knapp* (8 Dowl. P. C. 426); *Reeder* v. *Bloom* (3 Bing. 9); *Young* v. *Dowlman* (3 Y. & J. 24); *Humphreys* v. *Harvey* (1 B. N. C. 62).

But where the client was aware of the disqualification of the attorney when he employed him, the client is entitled to no relief as against the opposite party; *Harding* v. *Purkess* (2 Marsh 228); and where a plaintiff, without serving a defendant, accepts the appearance of an unauthorised attorney for the defendant, the Court will set aside the judgment as irregular, with costs, and leave the plaintiff to recover those costs from the delinquent attorney; *Bayley* v. *Buckland* (1 Exch. 1).

An analogous question has arisen, where an attorney who was not a solicitor attempted to practise in the Court of Chancery. Sir J. Leach, M.R., was of opinion that, under the provisions of 2 Geo. 2, c. 23, an attorney could not practise in courts of equity, in the name of a solicitor, as his agent, although a solicitor might, under that section, practise in the name of an attorney; *Sumner* v. *Ridgway* (1 Russ. & Myl. 748); *Hockley* v. *Bantock* (2 Myl. & K. 437); *Coates* v. *Hawkyard* (1 Russ. & Myl. 746); but see *Lawrence* v. *Sharpe* (1 Hog. 84). And as to a person who is an attorney, but not a solicitor, acting under and in an award in an equity suit, see *Prebble* v. *Boghurst* (2 Sim. 246: s.c. 1 Russ. & Myl. 744). A notice of motion in Chancery, by one who is not admitted a solicitor, is not valid; *Ex parte Grosvenor* (3 P. Wms. 103). But where a solicitor, through inadvertence, had omitted to sign the roll of the Court of Bankruptcy, he was admitted, under special circumstances, an attorney of the Court, nunc pro tunc; *Ex parte Tanner* (3 Deac. & C. 10).

To be continued.

The Provinces.

Lincoln.—*The Recordership.*—At a meeting of the Lincoln town council, specially convened, on Saturday last, the mayor in the chair, the following resolutions were unanimously agreed to:—"That, in the opinion of this council, the appointment of Recorder for Lincoln by her Majesty's Government, without giving this council, as the representatives of the public, an opportunity of expressing any opinion upon the merits of gentlemen qualified to fill the office in question, is a slight shown to the principle of local self-government, and a further proof of the mischievous and ever encroaching principles of centralisation, so much in favour with the governing class in this country. That the selection of the Hon. G. C. Vernon to fill the office of Recorder, lately held by Nathan Clarke, Esq., deceased, is injudicious, and likely to shake the confidence of the people in the proper administration of justice, Mr. Vernon being an unknown and untried man, and elevated over others of the Midland bar, who have acquired considerable practice, and who, having enjoyed the advantages resulting from much longer experience in their profession, would commence their judicial career with the entire confidence of the public."

Ireland.

CHANGES ON THE JUDICIAL BENCH.

It is widely rumoured that the chief seat in the Court of Queen's Bench will be vacated before Michaelmas term commences. C. J. Lefroy has outlived all his contemporaries, and is a full generation older than any of those who practise before him. His resignation was anxiously looked for some months since, when, in due course of things, the brilliant but erratic Whiteside would, by virtue of his then office of Attorney-General, have claimed and obtained the promotion, and have thus been compensated for valuable services to his party. But the venerable C. J. was not to be beguiled into resignation of office, even to make way for a political friend; and it is certain that nothing but failing health will induce him to vacate a position, the honours and emoluments of which are still prized by him quite as highly as they could be by any younger or poorer man at the bar. Assuming, then, that the nonogenerian Chief Justice gives in before Michaelmas Term, the question is, how will that important vacancy be filled up?

The Attorney-General (J. D. Fitzgerald), who is comparatively a junior man, will hardly have a stronger claim than the able and learned C. J. Monahan, who has presided with distinction in the Common Pleas for ten years past; and for several reasons we incline to the opinion that the latter will be preferred as head of the Common Law. The Common Pleas would then fall to the lot of the Attorney-General; and twenty years hence, he having then attained the average age when men become judges, may reasonably look out for further promotion.

Judges Perrin and Ball are both understood to be contemplating retirement from judicial office—the former especially being in infirm health. The first vacancy that occurs among the puisne judges will not improbably be filled by the appointment of Serjeant O'Hagan, and no appointment would be more popular with all parties. The Solicitor-General (Deasy) will also be an ornament to the bench when he reaches it, and that period cannot be far distant. On one account only would the promotions above indicated be open

to any objection—all the individuals are Roman Catholics; and in Ireland it is most important, as far as possible, to preserve impartiality in these matters. The majority of the bar, being of the established religion, will not exactly approve of any deviation from the system of alternate selection tacitly adopted for some years by liberal Governments, and which is generally regarded as a fair compromise. But an understanding of this kind may have to give way when the men, in other respects the "right men," happen to be all of the unreformed faith; for to exclude any of them on that account only would be inconsistent with the principles of the Emancipation Act.

COURT OF BANKRUPTCY AND INSOLVENCY.—This court has been overdone with business since the new Act came into operation, and while the costs of proceedings have diminished one-half, the quantity of business to be transacted has increased threefold. The sudden and lamented deaths of both the judges, Macan and Plunkett, must in some degree be connected with the vast accession of work thrown upon them of late. The two new judges of the Court, Berwick and Lynch, are in the vigour of their years, and are doubtless as willing as they are able, to cope with the severe labours which await them. The mercantile public are specially desirous that more frequent sittings of the Court should be held; and we have not the least doubt, that when the attention of the present judges of the Court has been called to this point, they will make such alterations in the practice and times of sitting, as will facilitate suitors and expedite the course of business, as far as possible.

LANDED ESTATES COURT.—The new Code of Practice of this Court is at length made public, and, as it is in substitution of all former rules and regulations of the Court, we propose next week to furnish an outline of it, and such an outline as may enable English readers in particular to understand the course of practice which long experience of the subject has induced this Court finally to adopt.

BROUGHT TO BOOK.—The *Times* publishes a letter from Mr. M'Caldin, of Antrim, which it refused to insert in April last, and in doing so gives the following apology:—"On the 16th of April, in our Parliamentary report of Mr. Whiteside's speech relative to setting aside certain jurors in Ireland, a passage occurs in a letter, purporting to have been read from the Crown Solicitor of Antrim county, to the effect that a Mr. M'Caldin, one of the gentlemen set aside, was objected to as being an atheist and a violent party man. On the 19th of April we received the following letter from a Mr. James M'Caldin, complaining that he was stated to be an atheist and a violent party man. It not being at that time apparent how Mr. James M'Caldin was affected by a statement which did not apply specifically to him no notice was taken of the communication. It appears, however, that Mr. James M'Caldin was the only gentleman of that name on the Antrim jury panel, and, consequently, the gentleman to whom the Crown solicitor's report referred. We regret, therefore, that the letter was not published at the time. We now publish it, and express our regret that such a report should have appeared in our columns, especially if by this means any pain has been inflicted on the feelings of Mr. James M'Caldin, who, so far from being an atheist, is, we believe, a respected and zealous member of the Presbyterian Church, and a gentleman of respectability and position and who has taken but little part in political proceedings."

Scotland.

THE CHURCH AND THE LAW.—The Free Church in Scotland has come into conflict with the Court of Session. Some time since the General Assembly suspended the Rev. Mr. Macmillan, of Cardross, on a charge of immorality and drunkenness. He appealed to a civil court against the sentence. "The vengeance of the insulted Church was summary and severe. Mr. Macmillan was summoned to appear at twelve o'clock on Tuesday next," at the bar of the Assembly. On his appearance the Moderator put to him the question, "Did you or did you not bring such an action against this Assembly in the Court of Session?" And, immediately on his answering in the affirmative, the Assembly proceeded, in solemn Scotch form, to depose him from the office of the holy ministry, and blot out his name from the roll of pastors of the Free Church. Whereupon Mr. Macmillan brings another action in the law courts against his Church, in which he asks both for damages on account of the loss of his character and salary, and also that the sentence of the Free Church should be reversed, and that he should be reinstated as minister of his former charge. The Free Church appears in the Court of Session, but only to plead that, whether it was right or wrong in its proceedings, these proceedings were ecclesiastical in their character, and cannot be submitted to the review of a civil court; that this is notoriously the principle on which the Free Church is founded, and to which Mr. Macmillan had himself avowed obedience; and that, therefore, the adjudication of such matters by the Court would be an infringement of the toleration granted to British Dissenting churches. The question is still pending.

A LORD OF SESSION WITH SPURIOUS BANK NOTES.—On the 4th inst., one of the Lords of Session, on his way to Edinburgh from Ireland, lodged in one of the hotels in Carlisle, and on leaving gave what he supposed to be a £10 Bank of England note, for the purpose of paying his bill. A short time only elapsed before it was discovered that the bank note was not a genuine one; and, on information of the circumstance being sent to the police authorities here, Mr. Jones went to Carlisle, and found that it was a spurious Bank of England note. His Lordship having been communicated with, the mistake was rectified, and on examining the rest of his notes he found to his surprise that several of them were also worthless.—*Dumfries Standard.*

THE LATE SIR JAMES WYLIE.—The *Alloa Advertiser*, alluding to the defeat of the Emperor of Russia in the Vice-Chancellor's Court, in his attempt to appropriate the £70,000 which the late Sir James Wylie, physician to the Emperor Nicholas, had invested in the English funds, says:—"The 'heir-at-law' is Mr. Walter Wylie, shipowner, Kincardine, Sir James's sole surviving brother; and the handsome sum of £70,000 will fall to be shared by a few highly-respected families in our own district, and one family in Dundee will also reap the benefit of the Vice-Chancellor's judgment. It was in 1846 that Sir James Wylie invested £50,000 in the English funds, his intention being to purchase an estate in Scotland, and thereafter return to spend the evening of his days in his native country. The abolition of the corn-laws shortly afterwards gave rise to the idea in some quarters that land would be depreciated in value, and Sir James delayed his visit to Scotland. The £50,000 meanwhile lay accumulating till the death of Sir James in 1854, and it has been accumulating since till it has now reached the goodly amount already stated. The expenses of the action fall to be deducted from the £70,000."

ANCESTRY OF THE EARL OF MINTO.—We extract the following anecdote from the obituary of the late Earl of Minto, contained in the *Times*.—"Gilbert Elliot, who afterwards assumed the names of Murray and Kynynmond, was the eldest son of Sir Gilbert Elliot, the first Earl of Minto, who was descended from a certain Gilbert Elliot, popularly known as Gibbie Elliot, to whom the fortunes of the family are due. Gibbie Elliot began life as a writer in Edinburgh, and as such undertook the defence of Mr. Veitch against the Government of Charles II. He succeeded in saving his client, but at his own expense; for he was immediately denounced by the Scottish Privy Council as guilty of high treason. He escaped to the Continent, where he remained until the Revolution, when he returned to Edinburgh, and was rewarded for his courage and his sufferings with the office of Clerk to the Privy Council. From this post he gradually rose to the rank of a judge, and a story is told that when on the justiciary circuit he always made a point of visiting his old friend Veitch, whom he had managed so dexterously to defend. 'Ah! Willie, Willie,' he would say, 'had it not been for me the pyets (magpies) would have been pyking your pow on the Netherbow port.' 'Ah! Gibbie, Gibbie,' Veitch would answer, 'had it not been for me you would have been writing papers yet at a plack the page.' This was the great ancestor of the Elliots, who, while he sat on the bench, took the honorary title of Lord Minto,—a title revived by the first peer of the family, the father of the deceased earl."

CURIOUS COMPROMISE BY A RAILWAY COMPANY.—Some of the payments of the Greenock Railway Company to parties injured by the late accident are curious, among which we may mention that of a man who got a black eye through the collision, and who received by way of solatium a season ticket for a year and a half.—*Ayr Observer.*

A white flag has, for some days past, been floating over the House of Correction of Hohenelbe, in Bohemia, to indicate that there are no prisoners. The prison is the only one in a district containing a population of 70,000, the greater part of whom are weavers.

Societies and Institutions.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT OF THE COUNCIL TO THE GENERAL MEETING OF THE MEMBERS, JUNE 28, 1859.

1. *Alterations in the Law.*

In proceeding to communicate to the members of the society the general nature and result of the measures which have been adopted since the last annual meeting, as well in regard to the interests of the profession at large, as of the society and its affairs, the council in the first place propose to notice the statutes which have been passed during the year, so far as they relate to the law and practice of the courts.

The statutes which were enacted between the last annual meeting and the close of the session of 1858 were as follows:—

The Joint Stock Companies Amendment Act, 20 & 21 Vict. c. 60.
The Landed Estates Court Ireland Act, c. 72.
The Settled Estates Act Amendment, c. 77.
The Drafts on Bankers Act, c. 79, relating to crossed cheques.
The Joint Stock Banking Companies Act, c. 91, on the principle of Limited Liability.
The Copyholds Act Amendment, c. 94.
The Court of Probate Act Amendment, c. 95.
The Divorce and Matrimonial Causes Act Amendment, c. 108.

During the progress of these measures through Parliament, they were carefully watched by the council, with a view to the introduction therein of such amendments as the interests of the profession and the public appeared to require. The efforts of the council were on many occasions attended with success; and they may refer in particular to the Probate and Divorce Court Amendment Bills, in which various alterations were made at their suggestion in reference to the qualifications of the officers and practitioners in those courts. They could not, however, obtain the correction of those enactments by means of which the district registrars are enabled to practise as proctors and solicitors in testamentary matters; and this defect in the system will probably continue until they are remunerated by salaries instead of fees, as are the registrars in the principal registry in London.

Owing to the dissolution of Parliament, but few Acts have received the Royal assent during the present year. So far as they concern the profession, they are as follow:—

The affidavit by Commission Act, 22 Vict. c. 16, enabling the judges to grant commissions to attorneys to administer oaths in Common Law within ten miles of London. This Bill was prepared by the council, and introduced into the House of Commons by Mr. Bovill, to whose assistance and exertions during its progress through the House the society and the profession are much indebted.

The evidence by Commission Act, 22 Vict. c. 20, providing for taking evidence in this country in suits and proceedings pending before tribunals in her Majesty's dominions in places out of the jurisdiction of such tribunals.

The County Courts Act Amendment, c. 8, repealing the 32nd section of the 9 & 10 Vict. c. 95, and authorising high bailiffs to be appointed for the county courts in Southwark and Westminster, as for other county courts.

2. *New Bills in Parliament.*

The Bills introduced into Parliament between the commencement and dissolution of the first session of this year, and which did not pass into law, were as follow:—

	By whom introduced.
Law of Property and Trustee Relief	Lord St. Leonards.
Transfer of Real Estate	Lord Brougham.
Debtor and Creditor	Lord Chancellor.
Law of Evidence	Lord Brougham.
Trading Companies Winding-up	Lord Chancellor.
Court of Chancery Accommodation	
Vexatious Indictments	Lord Campbell.
Juries in Civil Causes	
Titles to Landed Estates	Solicitor-General.
Registry of Landed Estates	
Real Estates Intestacy	Mr. Locke King.
Bankruptcy and Insolvency	Lord John Russell.
Petition of Right	Mr. Bovill.
Law Ascertainment	Mr. Dunlop.
Court of Probate Site	Lord John Manners.
Admiralty Court	Mr. Hadfield.

Amongst these, the most important in regard to the interests of the profession were probably the two introduced by Sir Hugh Cairns, the late Solicitor-General, for establishing a a court for the investigation of titles to landed estates, and for the registry of titles after investigation in the Landed Estates Court.

Several objections to the details of these Bills as originally framed were brought under the notice of the Solicitor-General by the council, and on many points he at once acceded to their suggestions.

The council have been in communication with various provincial law societies on the subject of these Bills, the progress of which was, however, stopped by the abrupt termination of the session. Should they again be introduced, the council will use their best efforts to procure such further alterations as may remove any remaining objections thereto.

With regard to the Law of Property and Trustees Relief Bill, introduced by Lord St. Leonards, and which passed the House of Lords, the council are of opinion that the general object of the Bill is highly beneficial to the public, and it will have the effect of obviating many legal difficulties in the title to freehold and leasehold property, which are of constant occurrence, and are attended with heavy expenses, both to vendors and purchasers.

But they strongly objected to the 28th clause, which interposed new and severe penalties in cases of fraud, for which sufficient punishment is provided by the existing law, and the enactment of which would, in the opinion of the council, have a prejudicial effect on the interests of the public.

The council also objected to the 25th clause of the bill, as in effect repealing the provisions of the 1 & 2 Vict. c. 110, and the 2 & 3 Vict. c. 11, which make registered judgments operate as charges upon land from the date of registration. Under these provisions no injury can accrue to a purchaser or mortgagee who exercises the most ordinary degree of caution, as a search of the register before payment of his purchase or mortgage money will afford him all the protection he can reasonably require.

The council further suggested, that the 30th clause (which provides that trustees and executors, making payments under a power of attorney, should not be rendered liable by the death of the party giving the power) should be extended to all persons acting bonâ fide under powers of attorney, without notice of the death of the party who gave the same.

Amongst the Bills above enumerated was one brought in by Mr. Hadfield, for opening the Court of Admiralty to the bar generally, and to attorneys and solicitors. On this subject the council addressed the Lord Chancellor, the First Lord of the Admiralty, and the Secretary of State for the Home Department, pointing out the reason why the exclusive privileges of the advocates and proctors of the High Court of Admiralty should cease, as similar privileges have already ceased in regard to the Courts of Probate and Divorce—adequate compensation being given to the persons thus deprived of privileges, long enjoyed by them, on the same principles on which compensation has already been awarded under the Probate and Divorce Acts.

III. AMENDMENT OF THE LAW OF ATTORNEYS.

Since the passing of the Attorneys and Solicitors Act, in 1843, upwards of fifteen years ago, the council have had much experience in carrying its provisions into effect, and have frequently had under their consideration improvements which might be desirable in reference to the qualifications of applicants for admission on the roll of attorneys, their education and examination, the registration of attorneys, the prevention of mal-practice, and the restraining of unqualified persons from encroaching on the rights and privileges of the regular members of this branch of the legal profession, and various other points of practical moment.

The results of this experience they have thought it right to embody in a Bill, the preparation of which has occupied much time and labour on the part first of a special committee of their body, and afterwards on that of the council at large.

An outline of the proposed Bill, arranged so as to show at one glance the alterations which its provisions would effect in the existing law, was submitted to the judges of the superior courts, and extensively circulated amongst the provincial law societies, and copies have been laid on the hall table for the consideration of the members of the society.

It was expected that the Bill would have been introduced into the House of Commons by Mr. Walpole and Mr. Bovill, who had kindly undertaken to support it; but the state of public business prevented its introduction into the last Parliament. It is now proposed to submit the measure, in the first instance, to the House of Lords, and the council have the satisfaction to state that the Lord Chancellor (who, as Lord Chief Justice, had expressed his approbation of its provisions) has consented to introduce it into, and to take charge of it in its passage through that House.

IV. Concentration of the Courts and Offices.

This subject has engaged a large share of the time and attention of the council during the past year, and its great importance to the due administration of justice has been earnestly and repeatedly pressed by them on the consideration both of the Government and the Legislature.

With this view, the council have extensively circulated a pamphlet, prepared with great care by some of its members, and embodying their views on the whole subject, and a correspondence took place between the President and the Chief Commissioner of Public Works, a copy of which is appended to the present report.

Bills were introduced into Parliament, one by the late Lord Chancellor, in the House of Lords, for enabling the Society of Lincoln's-inn to erect new courts of equity and chambers for the judges thereof within the inn, by the aid of the "Suitors' Fund;" the other by the Chief Commissioner of Public Works, for furnishing land and houses, and erecting buildings in Doctors' Commons for the use of the Courts of Probate and Divorce.

The council considered that both these measures would have been highly mischievous in their effect and operation, not only as providing a mere partial and imperfect remedy for a general evil, but because they would have effectually prevented that concentration of all the courts and offices in one central situation, which the council believe to be imperatively called for; they therefore presented petitions, under the seal of the society, against both bills, and they eventually succeeded, not only in arresting the progress of these measures, but in procuring the appointment of a Royal commission, directed to Sir John Taylor Coleridge, Sir William Page Wood, Sir George Cornewall Lewis, Lord Wynford, Dr. Phillimore, and Mr. John Young, the president of this society, for the purpose of inquiring into "the expediency of bringing together, into one place or neighbourhood, all the superior courts of law and equity, the Probate and Divorce Courts, and the Court of Admiralty, and the various offices belonging to the same, and into the means which exist, or may be supplied, for providing a site or sites, and for erecting suitable buildings for carrying out this object."

The council received great assistance in this object from Mr. Alexander Beresford Hope, who kindly undertook to present their petition to the House of Commons, and who exerted himself, both with the late Government and otherwise, in furthering the views of the council, in which he took a warm and lively interest.

V. Practical Suggestions and Amendments.

Examination of Witnesses in Chancery.—The improvement which has been effected in the mode of taking evidence in Chancery, by the viva voce examination of witnesses before the examiners, has been attended with some inconveniences and defects, owing to the length of time occupied in the examination and cross-examination of the witnesses, and the difficulty of obtaining continuous appointments to complete the examination, and the increased expense caused by the employment of counsel on both sides, not only for a single plaintiff or defendant, but for several other parties to the suit. An additional number of examiners might remove or diminish the first grievance, but no sufficient remedy for the second, it is apprehended, can be found, except by increasing the number of equity judges, and enabling each judge, in cases of conflicting evidence, to hear the witnesses himself, to decide on questions of the admissibility or rejection of evidence (which is not within the jurisdiction of the examiners): thus excluding irregular, incompetent, or irrelevant testimony, abridging unnecessary examinations, and preparing the case for a more satisfactory hearing and determination.*

Lunacy Costs.—The attention of the council has been called to the fees allowed to solicitors of the Court of Chancery in matters of lunacy. It had been supposed, and there can be no doubt it was intended, that the new scale of costs, adopted in 1856, would apply to all proceedings in courts of equity, but it appears that the taxing masters are of opinion that the order in question does not in terms extend to proceedings in lunacy, and that they do not consider themselves at liberty to act thereon.

It follows that the remuneration allowed in proceedings in lunacy continues to be regulated by the old orders in Chancery, and thus a principle which has been in fact condemned by the new orders, is still maintained and applied in one of the branches of the court.

The council, therefore, respectfully submitted to the late Lord Chancellor that this anomaly should be remedied, and that the remuneration of the solicitor on the broad principle of quantum meruit should be made to apply alike in all the branches of the court; and the Lord Chancellor was solicited to issue an order directing the application to proceedings in lunacy of the orders of the Court by which fees generally are regulated. The suggestion has been referred by the Lord Chancellor to the officers of the court.

Bankruptcy Costs.—The council having been informed that alterations were proposed in the bankruptcy scale of fees, applied to the late Lord Chancellor for leave to give the council an opportunity of offering observations upon the proposed alterations before they were finally approved by his Lordship. The apprehended reductions have not been made.

Admiralty Court Commissions to administer Oaths.—The judge of the High Court of Admiralty being empowered, under the 17 & 18 Vict. c. 78, s. 3, to appoint commissioners to administer oaths in that court, has invited the assistance of the council in the performance of this duty, and notice of such applications is accordingly sent to the council by the registrar of that court, in the same manner as is done in reference to commissioners for administering oaths in Chancery.

Probate Court Fees and Charges.—The 21st section of the 20 & 21 Vict. c. 77, enacts that no registrar of the principal registry, nor any officer or clerk in the principal registry, shall, directly or indirectly, practise as an advocate, barrister, proctor, solicitor, or attorney, or receive or participate in the fees of any other person so practising. But this prohibition does not extend to the registrars and officers of the district courts.

It appears to be the practice for district registrars to act as proctors, solicitors, or attorneys, by receiving instructions from the parties, and to charge them with the usual fees of a proctor or solicitor. To justify them in so acting, they should be duly admitted on the roll, and take out annual certificates. Complaints of the infringement of the law have been made to the council, and they have informed the parties that, if any case can be substantiated of a district registrar acting as proctor and solicitor without an annual certificate, it would be a proper case to represent to the judge, and to the Solicitor of the Inland Revenue, who might institute a prosecution for the recovery of the penalties for such illegal practice.

As between the provincial attorney and the London agent, in probate and administration cases, the council, upon a reference to them, have expressed their opinion that, in the absence of any special agreement, the town agent is entitled to a moiety of the ad valorem fee specified in the schedule to the Act of Parliament.

New Rules and Orders.—The following is a list of the Rules and Orders of Court made since the last general meeting, and printed for the use of, and sent to, members of the society:—

In the *Court of Chancery*.	
12th February, 1858.	Drawing up Orders and Petitions in Causes.
May, 1858.	Commissions to administer Oaths.
12th July, 1858.	Petitions for re-hearing and Appeal.
February, 1859.	Directions to Solicitors as to Papers to be left at the Registrar's Office.
1st March, 1859.	Interlineations in Affidavits.
30th March, 1859.	Regulations at the Registrar's Office.
4th April, 1859.	Trials before the Court, with or without a jury. Vacation business at Judges' Chambers.
In the *Probate Court*.	
18th October, 1858.	Further Rules and Orders in Non-contentious business and in Contentious business.
12th November, 1858.	Additional and amended Fees.

* In the Report of the Equity Committee of the society, dated 2nd December, 1851—pending the Chancery Commission—it was recommended "that the Masters' offices, as then constituted, should be abolished; that four new judges should be appointed, one of whom should be attached to each of the present courts of the Master of the Rolls and Vice-Chancellors, so that each court should have two judges, and that each judge should each week sit three days in court and three days in chambers; so that the bar would be kept employed by four judges sitting constantly in court, and four judges would be always sitting in chambers working out (with their officers) the details of their cases."

"In this way each judge would combine in himself the offices of judge and master; the chief clerks or officers would take their instructions immediately from the judge, and be directly accountable to him. There would not be the loss of time which takes place in transmitting business from one tribunal to another; every proceeding would go forward under the eye of the judge; if useless delay were occasioned, or costs unnecessarily incurred, or vexatious opposition offered, the judge would immediately repress such misconduct; and it is not too much to say, that a suit in Chancery, under such an improved constitution, might be commenced and ended in less time than is now consumed in bringing a contested cause to a hearing."

"There can be no doubt that, in all cases where facts are disputed, an examination, viva voce, in court, before the judge who hears the cause, would be the most satisfactory, and generally the cheapest mode of getting at the truth, and it possesses the great advantage of enabling the judge to see the bearing and conduct of the witnesses under examination; and the committee feel that this would be practicable, if the extension of the judicial power recommended by them were introduced."

23rd February, 1859.	Further Rules and Regulations. Fees payable in Stamps.
In the *Divorce Court*.	
3rd December, 1858.	Further Rules and Regulations, and additional Tables of Fees. Fees payable in Stamps.
In the *Common Law Courts*.	
5th July, 1858.	Costs on Appeals.
12th July, 1858.	Business at the Judges' Chambers.
14th December, 1858.	Abolition of certain Court Fees.
In the *County Courts*.	
4th February, 1858.	Practice under the Probate Act, 20 & 21 Vict. c. 77.
3rd January, 1859.	Amendments of Rules, Orders, and Forms. Registry of Orders of Protection of Property of deserted Married Women.
8th February, 1858.	Regulations for the admission of Solicitors and their registered Clerks to practise in the Debtors' Prison.

VI. The Examination and Registration of Attorneys.

In the course of the last four terms 443 candidates have been examined, of whom 392 were passed and 51 postponed. To the first class of the successful candidates 18 prizes were awarded, and 17 certificates of merit were granted to the second class, besides a favourable notice by the examiners of 13 who were above the age of 26. The names of these gentlemen are given in an appendix to this report.

The council have received several suggestions relating to the examination in the law and practice of the Courts, and as to further extending the scope of such examination, dividing the questions into four essential branches, and allowing the candidates two days to write their answers.

These and other proposed improvements are under the careful consideration of the council and the special committee of their body, by which they are aided.

VII. Usages of the Profession in Conveyancing Matters.

Several disputed points in conveyancing practice have been submitted to the council during the past year, and their opinions are recorded in a book in the secretary's office. They have also decided some questions which have been referred to them between solicitors, who might otherwise have incurred delay and expense in appealing to the Court.

When a sufficient number of these points have been collected to be generally useful to practitioners, the council will take into consideration the expediency of revising and publishing them.

VIII. Complaints of Malpractice.

During the past year, the council regret that they have received several complaints of malpractice by members of the profession, and which they have investigated so far as their means of information extended. In one of these cases, the person accused has been struck off the roll of all the Courts; in two other cases, laborious investigations are in progress before the Masters; and in two more directions have been given to collect the requisite evidence.

Amongst the encroachments on the rights of the regular practitioner may be noticed the formation of societies called "Trade Protection Societies," on the legality of which the opinions of counsel have been taken. One of the objectionable incidents connected with these societies is, that solicitors are induced to lend their names as the solicitors or secretaries of such societies, and are content to receive fees of an amount far inferior to the usual scale of professional charges. In other cases, where the secretary is not an attorney, some practitioner is found who, for the sake of an introduction to the creditors, is willing to conduct legal proceedings under an agreement to make no charge except for disbursements, and to depend for remuneration in those cases where the debtors are able to pay the costs of an action.

The council have also received complaints against persons assuming to act in conveyancing business who were in no respect qualified to do so, and they have submitted the evidence in such cases to the solicitor of the inland revenue. In one of them a prosecution by the Attorney-General was instituted, and the penalty imposed by the commissioners having been paid, the proceedings terminated. In another case an accountant appeared to have incurred penalties under the Stamp Acts, by preparing a deed of assignment for the benefit of creditors, but on investigation it turned out that the council could take no proceedings against him with effect.

They have also received several complaints against law stationers and others for transacting various matters usually within the province of solicitors. Where they are associated with any practitioner who lends his name in taking proceedings and allowing the unqualified person to participate in the profits, an application to the Court might be made; but of course the evidence must be clear and satisfactory.

IX. Affairs of the Society.

State of the Society's Funds.—The auditors' report, which has been open for the inspection of the members since April last, shows—

That the *Receipts* for entrance fees and the annual subscriptions of members, the examination and registration fees, the subscriptions to the library and lectures, together with the rents of the fireproof rooms and arbitration rooms, amount to	£6,969 3 5
The *Payments* for books, lectures, printing, taxes, rates and insurance, salaries, house expenses, including those connected with the examination and registration, and the interest on loans, amount to	£5,468 3 2
Leaving a surplus of income over expenditure of	£1,501 0 3

From this surplus income several payments have been made on account of the redemption of the land-tax on the site of the south wing, and for the new building thereon.

The Lectures.—The attendance at the lectures in the hall of the society during the past year has largely increased as compared with former years, the number of subscribers being 254. Mr. Freeman Haynes completed his course of lectures on equity, Mr. R. E. Turner on Common Law, and Mr. Josiah Wm. Smith on Conveyancing. The council have to express their great satisfaction at the success which has attended these able and learned lectures.

The Library.—The society has been favoured since the last meeting with numerous donations, namely, from Mr. Anderton, Messrs. Bailey, Shaw, Smith, and Bailey, Mr. Barnwell, Mr. B. Blundell, Mr. James Burton, Messrs. Frere & Co., Messrs. Fuller & Saltwell, Messrs. Gosling & Girdlestone, Mr. J. H. Hearne, Mr. Wm. Hine, Messrs. Lawrence & Nisbet, Messrs. R. M. & F. Lowe, Mr. David Maclachlan, Mr. Pickering, Messrs. Prichard, Mr. Rees, Mr. John A. Russell, Mr. Thomas Salt, Mr. J. H. Street, Mr. James Turner, Mr. E. M. Wadeson, Mr. J. W. Walsh, Mr. B. F. Watson, Mr. Henry White, and Mr. Wordsworth; and from the Law Society Club.

The publications of her Majesty's Commissioners of Patents, and several additional contributions from the Colonial Office of the ordinances passed in the several colonies of the empire, have also been received; and the trustees of the British Museum have presented several of their valuable catalogues.

The purchases of new works during the past year, added to these donations, have increased the collection by 1,270 vols., making, in the whole, 14,757 vols.

During the same period, 195 articled clerks have resorted to the library, and it is a proof of the utility of this department of the society, that more than one-half of the gentlemen who obtained prizes at the examination were subscribers thereto, and a considerable proportion of the candidates who received certificates of merit, or other commendation, had also the advantage of studying in the library.

Vacancies in the Council.—Ten of the present members, in accordance with the bye-laws, will go out of office at this meeting, but they are eligible for re-election, and are willing to continue their valuable services to the society. The council have deeply to regret the decease of one of their esteemed members, Mr. Charles Ranken, who was the president of the society in the year 1847, and for many years materially assisted in promoting its welfare and influence.

The members recently adopted a recommendation of the council, that a limited number of the provincial members of the society should be invited to become members of the council; and, accordingly, two vacancies have been filled by gentlemen practising at Leeds and Exeter. A further vacancy having now occurred, the council are of opinion that in order to unite effectually this branch of the profession, it will be beneficial to elect another provincial member.

It also appears to the council that a large number of gentlemen practising in the country, and who seldom come to town, are deterred from joining the society by the amount of the admission fee, which at present is the same for all the members, wherever residing. Recollecting the very large accession of London members, consequent upon the reduction which took place in 1853, the council now recommend that the fee on the admission of country members be reduced to £2.

Number of Members.—Before the reduction of the admission fee, in 1853, the number of members had for several years been somewhat declining. The number then was 1,301. At the last annual meeting it had increased to 1,642, and during the current year 100 new members have been elected. After deducting 49 deaths and retirements, the whole number is now 1,693, comprising 1,325 town and 368 country members.

MANCHESTER LAW ASSOCIATION.

At a special meeting of the committee of this association, held at the Society's Rooms, in Manchester, on the 27th of July, as to fees and charges on swearing affidavits, &c., it was resolved unanimously—

That it be a recommendation from this committee to the members of the profession that, on and from this day, the following fees be charged by commissioners for administering oaths, &c.:—

FOR ADMINISTERING OATHS AND TAKING AFFIRMATIONS AND DECLARATIONS.

	s.	d.	
In the High Court of Chancery	2	6	each deponent, &c.
In the Chancery of Lancashire	1	0	do.
In Bankruptcy	1	6	do.
In Insolvency	1	0	do.
In all the Courts of Common Law	1	0	do.
In the county court	1	0	do.
For statutory declarations	2	6	do.

FOR MARKING EXHIBITS.

In the High Court of Chancery	1	0	each exhibit.
In the Chancery of Lancashire	1	0	do.
To statutory declarations	1	0	do.
In Bankruptcy	no charge.		

COURT OF PROBATE (Non-Contentious Business).

For administering oaths	1	0	each deponent, &c,
For attesting execution of a bond by all the parties thereto, if present at same time	1	6	
For marking each exhibit, other than the testamentary papers of which probate or administration with the will annexed is sought, and other than scripts annexed to affidavits as to scripts in a cause, when the affidavit to which same are annexed is sworn before a commissioner	1	0	

ANSWERS IN CHANCERY.

For swearing answer in the High Court of Chancery	2	6	each deponent, &c.
For swearing answer in the Chancery of Lancashire	1	0	do.
For every exhibit to answers in the above courts	1	0	

MEMORANDA.

By 19 & 20 Vict. c. 108, s. 58, affidavits in the county court may be sworn before a commissioner in Chancery, or before a commissioner for taking affidavits in any superior court, but the fees payable to the latter only to be charged.

Commissioners of the High Court of Chancery have power, as such, to administer oaths in the Chancery of Lancashire.

By 20 & 21 Vict. c. 77, s. 45, commissioners for taking oaths in the High Court of Chancery are constituted commissioners for taking oaths in the Court of Probate. (N.B. The commissioner must describe himself as "A Commissioner to administer Oaths in Chancery in England.")

By 21 & 22 Vict. c. 108, s. 12, commissioners for taking oaths in the Court of Chancery have power to administer oaths under the Divorce and Matrimonial Causes Act, 21 & 22 Vict. c. 85.

RECOMMENDATIONS.

In Chancery, where a long answer is taken, an additional fee may reasonably be charged, at the discretion of the commissioner and solicitor, according to the time occupied.

Generally, where the commissioner is desired to attend the deponent at some other place than the commissioner's own place of business, an attendance fee may reasonably be charged, in addition to the fees above specified.

CITY OF LONDON CORPORATION FINANCE.—The returns just issued from the chamber show the gross expenditure of the City's cash for the quarter ending 10th July, 1859, to be £91,920 11*s.* 6*d.*, and the income for the same period has been £109,333 15*s.* 4½*d.* On the 9th April, a balance was brought over of £36,334 17*s.* 10*d.*, this, added to excess of receipts over expenditure for the present quarter, leaves a present balance to carry forward of £53,768 1*s.* 9½*d.* It should be stated, however, that on the debtor side is a sum of £20,000 loan raised of the Bank of England, for which there is a compensating credit of £65,000 "transfer to the Reserve Fund to provide for loans falling due." The estimates of expenses for the quarter ending the 10th October next, is £23,300, leaving a probable surplus over estimated income of £18,023. Added to those items are, "extraordinary claims" amounting to £25,110, among which are, costs of Sessions House, Old Bailey, and prisons, £8,300; markets, £760; public improvements, £1,400; bonds falling due, £10,000. Against this is placed two large balances of cash, as a new source of income specially interesting at this moment. It is entered, "Amount to be paid by the Chamberlain out of the profits of his office to the credit of the City's cash, £2,000." When ordinary and extraordinary claims are satisfied, the next quarter is expected to give a surplus of £48,681 1*s* 9½*d.*—*City Press.*

RELEASE OF M. JULLIEN.—M. Jullien, who has been a prisoner in Clichy since the beginning of May, has been set at liberty by a decree of the Imperial Court, reversing a judgment of the Tribunal of Commerce. The circumstances were simply these:—In 1852, M. Jullien, being in London, obtained from the Home Secretary a certificate under the Act of 1844, conferring upon him the rights in the United Kingdom of a natural born subject (excepting always the right to be a member of Parliament or of her Majesty's Privy Council), and he took an oath of allegiance to the Queen accordingly. On coming to Paris this year, M. Jullien was arrested on mesne process by a money-changer of the Faubourg St. Honoré, named Delapierre, to whom had been indorsed a bill of exchange, accepted by M. Jullien in favour of a Mr. Chappell, of London. The only ground on which the arrest could be maintained was, that M. Jullien was a foreigner; for one Frenchman cannot arrest another on mesne process. The day after his arrest M. Jullien declared himself a bankrupt, and an application was subsequently made to the Tribunal of Commerce praying for an order for his discharge from custody. This court held that the effect of the certificate which M. Jullien had obtained in England was to strip him of the rights of a Frenchman, and that he was not entitled to the benefit of the French bankruptcy laws. It is plain that, in delivering the judgment, the Tribunal of Commerce completely miscarried. The French law, it is true, differing in this respect from the English, allows a Frenchman to shake off his nationality and become the subject of another power. But, in accepting the benefits of the statute of 1844, M. Jullien had no intention to cease to be a Frenchman, and, most certainly, did not become an Englishman. He became, at most, a denizen of England, and, according to the express words of the certificate, the privileges which it conferred upon him were limited to the United Kingdom, and would not accompany him abroad. The Imperial Court, in reversing the erroneous judgment of the Court below, observed that the oath of allegiance taken under the statute of 1844 was nothing more in effect than a formal recognition of that local and transitory allegiance, which every foreigner owes to the Queen of England, from the mere fact of his living under her protection.—*Express.*

TURNPIKE-GATES AND TOLL-BARS.—The report of the commissioners appointed to inquire as to the best means of affording relief to the inhabitants of the metropolitan districts within six miles of Charing-cross, by the abolition of turnpike-gates and toll-bars, together with the minutes of evidence and appendix, has just been issued by special order of the hon. the House of Commons. The inquiry divides itself into two branches, one relating to the repairs of the roads, the other to the payment of the debts. Six distinct modes were suggested by the witnesses examined by which the turnpike roads might be maintained if the tolls were abolished. These are discussed by the commissioners in detail. The commissioners decline to recommend the imposition of county-rates, an additional house-tax, or the appropriation of the present dues on stage and hackney carriages. They think that if the 8*d.* coal duty be continued, part of the proceeds thereof may be conveniently applied to the purposes by the commissioners contemplated. They refrain, however, from the expression of any decided opinion on this point. Waiving this question, and assuming that toll-gates are to be got rid of, the commissioners recommend that every parish which does not prefer taking upon itself the repair of the roads within its limits, shall pay 2*d.* in the pound on the amount of its assessment to a common fund, and that such further sum as may be required for the repair of the roads not taken by the parishes be raised by a rate-in-aid, to be levied in all parishes within the district of the Metropolitan Board o Works. This sum would probably be about £97,000. The assessment of the whole district in 1858 was £12,031,151, so that a rate-in-aid of little more than one halfpenny in the pound would be sufficient. The parishes which do not manage their own roads would be called upon to pay the rate of 2*d.*, and also the rate-in-aid (2½*d.* altogether). To other parishes it would be about one halfpenny. All the roads not undertaken by the parishes, as well on the south as on the north of the Thames, would be placed under the superintendence of the Metropolitan Roads Commissioners. The debts of the indebted trusts should, it is suggested, be paid off by a general metropolitan rate of 2*d.* in the pound, or the sum might be advanced, as in New South Wales, by the Exchequer Loan Commissioners, a term of years being allowed for its repayment.

Births, Marriages, and Deaths.

BIRTHS.

CROSSE—On Aug. 10, at Hornsey, the wife of E. Willson Crosse, Esq., of a son.

GWATKIN—On Aug. 11, at Grove House, Twickenham, Mrs. Frederick Gwatkin, of a son.

PIGOTT—On Aug. 12, at 11, Cavendish-place, Brighton, the wife of Mr. Serjeant Pigott, of a daughter.

RICHARDSON—On Aug. 14, the wife of John M. Richardson, Esq., Solicitor, of Much Hadham, of a daughter.

TOWNE—On Aug. 14, at 30, Burton-crescent, the wife of Eldon Ethelbert Towne, Esq., of a daughter.

TOWSE—On Aug. 9, at 13, Albert-road, Gloucester-gate, Regent's-park, the wife of Robert Beckwith Towse, Esq., prematurely, of a daughter, since deceased.

WHIGHAM—On Aug. 9, at 6, Gloucester-crescent North, Hyde-park, the wife of James Whigham, Esq., of a son.

MARRIAGES.

BARBER—MUSGRAVE—On Aug. 10, at St. Nicholas's Church, Brighton, by the Rev. Joseph Birch, M.A., incumbent of Brighouse, Yorkshire, Fairless, second son of Joseph Barber, Esq., Solicitor, Brighouse, to Maria Louisa, elder daughter of Henry Anderson Musgrave, Esq.

BLUMBERG—PARKINSON—On Aug. 10, at the church of the Holy Trinity, Micklegate, York, by the Rev. Canon Hey, assisted by the Rev. S. Wainwright, Victor, eldest son of the late Ludwig Blumberg, Esq., of Cannon-street, and Bloomfield-lodge, Notting-hill, London, to Mary Isabella, only child of W. P. Parkinson, Esq., of South-parade, York.

BULLOCK—YATES—On Aug. 11, at Trinity Church, Paddington, by the Rev. T. H. Bullock, M.A., Edward Bullock, Esq., eldest son of the late Edward Bullock, Esq., Common Serjeant of the City of London, to Adelaide Ellen, youngest daughter of the late John Henry Yates, Esq., of Preston-on-the-Hill, Cheshire.

KING—BLEAYMIRE—On Aug. 11, at the church of the Holy Trinity, Rhyl, the Rev. Edward King, third son of the Rev. W. H. King, Largs, N.B., to Ada, youngest daughter of the late T. D. Bleaymire, Esq., of Penrith.

OWEN—HAYLOCK—On April 27, at Penrith, New South Wales, by the Rev. Elijah Smith, A.M., Percy Owen, Esq., of Wollongong, eldest son of Robert Owen, Esq., Judge of the Northern District Courts of that colony, to Eleanor Martha, second daughter of Thomas Busick Haylock, Esq., J.P., of Penrith, formerly of 22, Euston-square, London.

PLUMMER—ROSE—On Aug. 13, at St. Peter's Church, Notting-hill, by the Rev. R. U. Lambert, M.A., assisted by the Rev. David Harding, B.A., Charles Plummer, Esq., Barrister-at-Law, of Lincoln's-inn, youngest son of Stephen Plummer, Esq., of Canterbury, to Marion, youngest daughter of J. Francklin Rose, Esq., of Gloucester-crescent, Hyde-park.

SOUTHGATE—BECKET—On Aug. 16, at the parish church of St. Botolph's, Northfleet, by the Rev. Frederic Southgate, vicar, Tufnell S. Southgate, youngest son of Francis Southgate, Esq., of Gravesend, to Ellen, third daughter of the late Charles Andrew Becket, Esq., of Rosherville, Northfleet.

TURNER—DOHERTY—On Aug. 11, at Hampton Church, Middlesex, by the Rev. Robert Peel, William James Turner, Esq., eldest son of William Turner, Esq., of Santa Lucia, Naples, to Elizabeth Laura, only surviving daughter of the late Right Hon. Lord Chief Justice Doherty.

WELLS—BONES—On Aug. 13, at St. James's, Bath, by the Rev. W. F. Peart, M.A., Frederick Stephenson, second surviving son of Mr. George Wells, Solicitor, of 5, Albert-square, Commercial-road East, to Charlotte Harrison, eldest daughter of Mr. Bones, late of Bath.

WILKIN—WILLIAMS—On Aug. 16, at Dolgelley, by the Ven. Archdeacon White, Charles Wilkin, Esq., 10, Tokenhouse-yard, London, to Charlotte, daughter of Lewis Williams, Esq., Vronwnion, Dolgelley, Merionethshire.

DEATHS.

ANDREWS—On Aug. 11, at Sudbury, Suffolk, Elizabeth, the wife of George Williams Andrews, Esq.

CROOME—On Aug. 10, at Great Malvern, Thomas Clutterbuck Croome, Esq., of Cainscrosse, Gloucestershire, aged 54.

NASH—On Aug. 10, at Pentonville, at an advanced age, after two years' suffering, Mr. Rowland Nash, of the Strand, formerly Assistant Clerk and Solicitor, Bishop's Registry, Diocese of Lincoln.

THORLEY—On Aug. 14, at her residence, 4, Mecklenburgh-street, Elizabeth Mary, widow of the late John Thorley, of Tarporley, Solicitor, Cheshire.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Brown, Elizabeth, Spinster, Camden-town, £25 Consols.—Claimed by Henry Thomas Dobson & John George Puckett, the executors.

Hammond, Charles Hilgrove, Esq., Southampton, and Rev. George Francis Turner, Exeter, £1,838 : 17 : 8 Reduced 3 per Cents.—Claimed by George Francis Turner, the survivor.

Hobhouse, Right Hon. Henry, Hadspen-house, Somerset, William Dodington, Esq., Horsington, Somerset, and Arthur Hobhouse, Esq., Lincoln's-inn, £24 : 8 : 4 Reduced 3 per Cents.—Claimed by Arthur Hobhouse, the survivor.

Rayley, Richard, Esq., Upper Berkeley-street, Marylebone, Rev. Clement Francis Broughton, Norbury, Derbyshire, and Henry Lacon Watson, Esq., Caius College, Cambridge, One Dividend on £6,498 : 7 : 11 Reduced 3 per Cents.—Claimed by Clement Francis Broughton & Henry Lacon Watson.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere.*

Jennens, William, Esq. (who died June 19, 1798, a bachelor, and intestate, at Acton-place, Acton, Suffolk). His next of kin to send full particulars of their claims to James Coleman, 22, High-street, Bloomsbury, London, W.C.

Wollgar, William, Schoolmaster, Limehouse, Ellen, his wife, and Theophilus Wright, Mariner, Limehouse. Their next of kin to apply by letter only to Mr. Knight, 4, Symond's-inn, Chancery-lane, London.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	223 ½	223 4	..	..	..
3 per Cent. Red. Ann.	95¼ ⅜	95⅛ ¼	95⅛ ⅜	95⅞ ¾	95⅞	95⅞ 96⅛
3 per Cent. Cons. Ann.	95¼	95⅛ ¼	95¼ 5	95⅜	95¼ ⅜	95¼ 5
New 3 per Cent. Ann.	95½ ⅜	95½	95⅛ 6	95⅞	95⅞ 6	95⅞ 96⅛
New 2½ per Cent. Ann.	..	..	..	..	..	..
5 per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	11-16	..	..
Do. 30 years (exp. Apr. 5, 1885)	18	18 1-16	..	..	18 1-16	..
India Stock	..	..	218 21	..	..	..
India Loan Debentures	94⅞ ½	94½	94¾ ⅞	94¾	94⅞ ½	95
India Loan Scrip	..	12	..	..	..	..
India Bonds (£1,000)	..	..	12s d	9s d	15s11sd	8s d
Do. (under £1000)	..	..	12s d	15s d	..	..
Consols for account	95½	95¼ ⅛	95⅛	95⅜ ¼	95⅜ ½	95½ ⅜
Exch. Bills (£1000) Mar.	26s3sp	26s3sp	23s6sp	26s4sp	23s6sp	..
Ditto June	..	..	..	..	..	..
Exch. Bills (£500) Mar.	26s3sp	26s p	23s6sp	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bills (Small) Mar.	26s3sp	26s p	23s6sp	..	26s p	..
Ditto June	..	..	..	..	..	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Ditto (under £1,000)	..	..	..	..	..	..

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	75½	..	..	..
Bristol and Exeter	..	..	97¾	98½	98½ 9	..
Caledonian	..	..	82¾ 3½	83¼	83	83¾
Chester and Holyhead	..	..	..	..	..	..
East Anglian	..	..	14½	..	..	..
Eastern Counties	55¼ ½	57	58 7¾	57½ ⅞	57⅞ 8	..
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	28½	..	..	..	..
East Lancashire	..	94	94¾	..	..	..
Edinburgh and Glasgow	..	..	..	..	..	..
Edin. Perth, and Dundee	26½	26⅞ 7	26⅞	..	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	..	..	101½ ¾	101	101½	..
Ditto A. Stock	82	..	..	..	83¼	..
Ditto B. Stock	132	..	..	..	132½	..
Gt. South & West. (Ire.)	..	..	104¼ 3¾	..	..	..
Great Western	59⅛	59⅛ 9	58⅞ ¼	58¾ ¼	58⅛ ¾	59⅛
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	94⅞	95¼	95	95	95⅛ 5	95⅛
Lon. Brighton & S. Coast	109½	..	109¾ ⅜	109	109⅛ 9	..
London & North-Wstrn.	93⅞	93⅞ ½	94½	94⅜ ¼	94⅛ ⅜	94⅛ ⅜
London & South-Westrn.	92¾ 3¼	93¼	91⅞ ½	91¼	91¼	..
Man. Sheff. & Lincoln	36	..	36½	35¾	35⅞	..
Midland	104½ 4	104⅜ ½	105⅛	105⅜ 5	105⅜ ½	105¼ ⅜
Ditto Birm. & Derby	..	..	81¾ 1	..	81½	..
Norfolk	..	..	60½ 1	..	..	..
North British	..	57¼	57½	..	58	..
North-Eastern (Brwck.)	91	91	89½ 8¾	89½	89½	..
Ditto Leeds	44	..	43	..	43½	..
Ditto York	72½ 3	..	71½	71⅞ ¾	71½	..
North London	..	..	..	..	103½	..
Oxford, Worc. & Wolver.	..	..	..	..	..	..
Scottish Central	112	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	24¾	..	25	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	45	..	..	..	..	..
South Devon	..	..	45½	45½	..	..
South-Eastern	74	74⅜	74⅜ ¾	74½ ¼	..	..
South Wales	..	..	62½	..	..	..
Vale of Neath	..	..	..	..	..	..

Estate Exchange Report.

AT THE MART.

By Messrs. Rushworth & Jarvis.

Freehold Property, comprising a spacious yard, stabling for thirty horses, coach-houses, large garden and orchards, a farm-yard, and two paddocks, Red Lion-hill, Finchley, Middlesex, containing together about 7½ acres; let at £50 per annum.—Sold for £1,340.

Five Freehold Cottages, with gardens, Ball's-lane, Finchley; let on lease for 61 years from Lady-day, 1818; ground-rent, £3 per annum; let at £42 per annum.—Sold for £140.

Freehold Residence, No. 6, Bath-place, Londonderry-road, Camberwell; let at £23 per annum.—Sold for £290.

Freehold House and Butcher's Shop, No. 1, Elizabeth-place, Cold Harbour-lane, Camberwell; let at £36 : 10 : 0 per annum.—Sold for £700.

Freehold House & Shop, No. 2, Elizabeth-place.—Sold for £390.

Freehold House & Shop, No. 3, Elizabeth-place; let at £32 per annum.—Sold for £390.

Freehold House & Shop, No. 4, Elizabeth-place; let at £32 per annum.—Sold for £390.

Freehold, The Plough Public-house, No. 5, Elizabeth-place; let at £30 per annum.—Sold for £1,500.

Freehold House & Shop, No. 8, Elizabeth-place; let at £34 per annum.—Sold for £400.

Freehold Estate, called Doozes Mayfield, Sussex, comprising farm-house, &c., with 57a. 3r. 6p. land; let at £30 per annum.—Sold for £1,060.

Freehold Residence, with stabling, &c., on the high north road between Highgate and Finchley.—Sold for £530.

Freehold Barn, Stables, &c., near the above.—Sold for £110.

Freehold Yard, with stabling for 38 horses, a Six-stall Stable, Double Cottage, &c., contiguous to the above.—Sold for £210.

Copyhold Dwelling-house & Shop, High-street, Highgate, also paddock, 3 messuages adjoining, &c.—Sold for £1,000.

Copyhold Tenement, next Townshend's-yard, and piece of market-garden and orchard, about 3 acres; let at £17 per annum.—Sold for £700.

Copyhold Dwelling-house, and Corn Chandler's Shop, High-street; let at £40 per annum.—Sold for £600.

Copyhold, Six Tenements, adjoining the above, each let at 4s. per week.—Sold for £430.

Freehold, Two Undivided Third-parts or Shares in Three Dwelling-houses, Nos. 47 & 49, Great Windmill-street, and No. 30, Queen-street, adjoining, producing £131 : 10 : 0 per annum.—Sold for £890.

Ten Shares of £50 each in the Auction Mart.—Sold at £45 : 10 : 0 per Share.

By Mr. UNDERHAY.

Freehold Residence, No. 22, Abbey-road, St. John's-wood; let on lease at £82 per annum.—Sold for £710.

By Messrs. BUTCHER.

Freehold, The Ottershaw Park Estate, Chertsey, and Chobham, Surrey, comprising mansion and park of 142 acres, agricultural premises, numerous enclosures of arable and pasture land, &c., in all 429a. 0r. 39p.—Sold for £35,700.

By Messrs. BAKER & SON.

Freehold, Goldbeater's-farm, near Page-street, Hendon, Middlesex, consisting of an ancient farm-house, homestead, &c., and 147a. 1r. 39p. of meadow land; let at £292 per annum.—Sold for £9,600.

Freehold Paper Mills, known as Mill End-mills, Rickmansworth, Herts, on River Colne, together with the machinery, residence, stabling, &c., and 7a. 0r. 7p. of meadow land.—Sold for £3,000.

By Messrs. ABBOTT & WRIGGLESWORTH.

Freehold, The Monks Hardwicke Estate, St. Neots, Huntingdon, comprising nearly 672 acres of land, with residence, agricultural buildings, cottages, &c., also a Farm-house and Homestead, called High Barns.—Sold for £29,500.

By Ree, Son, & Benningfield.

Freehold Cooperage, Redwood-lane, near the London Docks; let at £81 : 10 : 0 per annum.—Sold for £820.

By Mr. Marsh.

The Contingent Reversion to a part or share in a Freehold House in Lamb's Conduit-passage, and in Leasehold Property, comprising five houses in Pulham-place, and Crescent, Brompton, and the Prince of Orange Public-house, in Back Church-lane, Whitechapel, receivable on the decease of a lady aged 54, provided a gentleman aged 37 survives her.—Sold for £150.

Six £50 Shares (£5 paid) in the Western Life Assurance and Annuity Society.—Sold for £3 : 15 : 0 per Share.

One Hundred £100 Shares (2 : 10 : 0 paid) in the Law Fire Insurance Society.—Sold for £4 : 2 : 6 per Share.

Twenty-five Shares in the Hampstead Waterworks Company.—Sold at from £100 to £110 per Share.

Freehold, Corner Plot of Building Land, with Dwelling-house thereon, fronting the High-road, Lewisham; let at £20 per annum.—Sold for £600.

Freehold Plot of Building Land adjoining.—Sold for £150.

AT GARRAWAY'S.

By Messrs. Price & Clark.

Leasehold, No. 5, Southampton-buildings, Chancery-lane; let at £130 per annum; held for 44½ years from Lady-day last, at a ground-rent of £97 : 10 : 0 per annum.—Sold for £480.

By Messrs. Nash.

Freehold and Copyhold, "The Home," or West Church Farm, Cheam, Surrey, comprising farm-house, agricultural buildings, and 190a. 3r. 33p. of arable and meadow land.—Sold for £11,000.

Freehold Meadow Land, 1a. 1r. 19p., Cheam, Surrey.—Sold for £300.

Freehold, "Broomfield Wood," Kingsdown, Kent, containing 33a. 1r. 22p., forming an enclosure of fine underwood and oak timber now growing thereon.—Sold for £810.

By Mr. Robert Reid.

Freehold, No. 26 to 28, Great Warner-street, Clerkenwell; let at £32 per annum.—Sold for £325.

Freehold (Three) Cottages, 1, 2, & 3, Bath-court, Great Warner-street; let at £38 : 8 : 0 per annum.—Sold for £453.

Leasehold House, No. 56, Castle-street East, Oxford-street; let at £86 per annum.—Sold for £605.

By Messrs. Farebrother, Clark, & Lye.

Leasehold Improved Ground-rent of £73 : 18 : 0 per annum, arising from Nos. 1 to 21, Thomas-street, 21 & 22, Duke-street, and 18, Princes-street, Lambeth.—Sold for £1,270.

Leasehold improved Ground-rent, £90 per annum, arising from Nos. 103 to 113, Upper Stamford-street, Blackfriars, and No. 13, Princes-street; also two houses, Nos. 14 & 15, Princes-street.—Sold for £2,060.

Leasehold improved Ground-rent of £12 per annum, arising out of the "Salutation" inn and premises, Princes-street.—Sold for £330.

Leasehold improved Ground-rent, £39 : 10 : 0 per annum, secured upon Nos. 1 to 39, Cornwall-place, and Nos. 79 to 84, Cornwall-road.—Sold for £870.

Leasehold improved Ground-rent, £103 per annum, arising from Nos. 43 to 58, Upper Stamford-street; Nos. 1, 2, 3, 26, 27, & 28, Bond-street; and 1 to 22, Bond-place.—Sold for 2,030.

Improved Ground-rent, £42 : 6 : 0 per annum, arising from Nos. 9 to 23, John-street, and Nos. 23 to 26, Bond-street.—Sold for £770.

Improved Ground-rent, £140 per annum, arising from timber and coal wharf, Commercial-road.—Sold for £1,940.

Improved Ground-rent, £635 per annum, arising from two timber wharves, &c., Commercial-road, in the occupation of Messrs. Dowson and Messrs. Gabriel.—Sold for £6,500.

Improved Ground-rent, £215 per annum, arising from wharf, three dwelling-houses, stabling, &c., Commercial-road.—Sold for £2,810.

Freehold Plot of Building Land, known as "Great Hychens," Bletchingly, Surrey, 7a. 2r. 39p.—Sold for 470.

Freehold Plot of Arable Land, near the preceding, 1r. 38p.—Sold for £35.

Freehold Plot of Grass Land, "Cricketing Field," 2a. 3r. 22p.—Sold for £200.

Freehold Plot of Grass Land, "Little Pasture," 1a. 0r. 9p.—Sold for £100.

Freehold (Two) detached Plots of Land, 1r. 12p. near the preceding.—Sold for £40.

Freehold (Five) Enclosures of Land, part of "Brook," or "Town Farm," Oxted, 23a. 0r. 20p.—Sold for £1,300.

Freehold Dwelling-house, outbuildings, &c., Oxted, 0a. 2r. 21p.—Sold for £500.

Freehold, another portion of "Brook," or "Town Farm," 18a. 1r. 20p.—Sold for £1,040.

Freehold, "Brook," or "Town Farm-house," Oxted, with outbuildings &c.—Sold for £520.

Customary Freehold, part of "Knatt's Farm," Simpsfield, 15a. 1r. 33p.—Sold for £610.

Customary Freehold, Plot of Arable Land, Oxted, 8a. 3r. 24p.—Sold for £470.

Customary Freehold, a further portion of "Snatt's," or "Knatt's Farm," 21a. 1r. 13p.—Sold for £1,020.

Customary Freehold Plot of Arable Land, Oxted, 8a. 0r. 9p.—Sold for £510.

Customary Freehold, the remaining portion of "Snatt's Farm," abutting on Simpsfield Brook, with farm-house, outbuildings, &c., 16a. 1r. 11p.—Sold for £730.

Freehold Plot of Meadow Land, known as "Allotment Cross," Bow Beach Farm, Chiddingstone, Kent, 1a. 3r. 13p.—Sold for £60.

Freehold Plot of Ground, Shad Thames and Dockhead, Bermondsey, with workshops, &c., thereon; let on lease at £80 per annum.—Sold for £1,600.

Freehold Residence, No. 37, Vine-street, Westminster; let at £25 per annum.—Sold for £300.

Freehold Residence, No. 36, Vine-street, Westminster; let at £25 per annum.—Sold for £295.

Freehold Residence, No. 35, Vine-street, and No. 4, Grub-street, "The George" beer-house; let at £48 per annum.—Sold for £550.

Freehold Residence, with stabling, paddocks, &c., Rose-cottage, Merton, Surrey, 8a. 1r. 0p.—Sold for £2,300.

Freehold Meadow Land, near the "Horse and Groom," White Waltham, Berks, 4a. 0r. 23p.—Sold for £345.

Freehold Ground-rent of £3 per annum, with reversion in three years to the house and shop, No. 30, Devonshire-street, Queen-square.—Sold for £525.

Freehold Ground-rent of £3 per annum, with the absolute reversion in three years to the freehold house and shop, No. 31, Devonshire-street, Queen-square.—Sold for £500.

By Mr. Daniel Cronin.

Leasehold, "The Three Tuns" public-house, Clements-inn-passage; let at £105 per annum; term, 50 years from Michaelmas, 1859, at £80 per annum.—Sold for £1,010.

By Messrs. J. J. Clemmans & Son.

Freehold Residence, No. 1, Manor-road, South Hackney; let at £25 per annum.—Sold for £375.

Leasehold Residence, Pier-road, Erith, Kent; let at £37 per annum; term, 91 years from Midsummer, 1859; ground-rent, £3 : 10 : 0.—Sold for £400.

Leasehold Residence, adjoining the above; let at £25 per annum; same term and ground-rent.—Sold for £345.

By Messrs. Glasier & Son.

Leasehold, "Worcester House," Francis-street, Walworth; let on lease at £50 per annum; held for 26 years unexpired at a peppercorn.—Sold for £480.

London Gazettes.

Commissioner to administer Oaths in Chancery.

FRIDAY *Aug.* 19, 1859.

COLLINS, CHARLES ATKINS, Gent., Trowbridge, Wilts.

Bankrupts.

TUESDAY, *Aug.* 16, 1859.

CLAYTON, JAMES, & BENJAMIN LOCKWOOD, Silk Spinners, Bastrick, Yorkshire. *Com.* Ayrton: Aug. 29, and Sept. 23, at 11; Leeds. *Off. Ass.* Hope. *Sols.* G. A. & W. Ensley, Leeds. *Pet.* Aug. 6.

CROCKFORD, FREDERICK, Commission Agent, 53 St. James's-st. *Com.* Fane: Aug. 26, at 1; and Sept. 23, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Beckitt & Livett, 29 Moorgate-st. *Pet.* Aug. 12.

CUTMORE, JAMES, Furniture Dealer, High-st., Ware. *Com.* Fane: Aug. 26, at 12; and Sept. 30, at 1; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Schults, 14 King-st., Finsbury. *Pet.* Aug. 13.

FRANCE, EPHRAIM, & HENRY FRANCE, Woollen Manufacturers, Linthwaite, Yorkshire. *Com.* Ayrton: Aug. 29, and Sept. 23, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Freeman, Huddersfield; Carter & Cudworth, Leeds. *Pet.* Aug. 12.

HINCHLIFFE, ABEL, Printer, Sheffield. *Com.* Ayrton: Aug. 27, and Oct. 1, at 10; Sheffield. *Off. Ass.* Brewin. *Sol.* Webster, 14 St. James's-row, Sheffield. *Pet.* Aug. 11.

HYDE, WILLIAM, Insurance Broker, Liverpool. *Com.* Perry: Aug. 26, at 12; and Sept. 16, at 11; Liverpool. *Off. Ass.* Morgan. *Sol.* Ewer, 3 Union-ct., Liverpool. *Pet.* Aug. 5.

MANHEIM, BARR ADOLPH, Shoe Manufacturer, 16 Foro-st., Cripplegate. *Com.* Fane: Aug. 25, at 12.30; and Sept. 23, at 2; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Pocock & Poole, 56 Bartholomew-close. *Pet.* Aug. 12.

PETERS, THOMAS, Tailor, Cambridge. *Com.* Fane: Aug. 26, and Sept. 30, at 2; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Tarrant, 2 Boulst.; or Whitehead & French, Cambridge. *Pet.* Aug. 13.

PRESSEY, JAMES WILLIAM, Stationer, Luton, Bedfordshire. *Com.* Fane: Aug. 25, at 12; Sept. 23, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Harrison & Lewis, 6 Old Jewry. *Pet.* Aug. 12.

FRIDAY, *Aug.* 19, 1859.

COBB, LEVI, Eating-house-keeper, Liverpool. *Com.* Perry: Aug. 30 and Sept. 23, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Statham & Cotton, Liverpool. *Pet.* Aug. 8.

DAVIES, CLEMENT EDWARD, Chemist, Gainsborough (Davies & Cooper). *Com.* Ayrton: Aug. 31 and Sept. 21, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sol.* Plaskitt, Gainsborough. *Pet.* Aug. 12.

INGRAM, CHARLES THOMAS, Oil Merchant, 185 Fenchurch-st. *Com.* Fane: Aug. 29, at 12.30; and Sept. 30, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sols.* J. & J. H. Linklater & Hackwood, 7 Walbrook. *Pet.* Aug. 17.

LINDOP, WILLIAM, Brush Manufacturer, Newcastle-under-Lyme. *Com.* Sanders: Sept. 5 and Oct. 3, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Litchfield, Newcastle-under-Lyme; or Smith, Birmingham. *Pet.* Aug. 18.

STUREMBURG, HENRY, & WILLIAM GOLDENSTEDT, Ship Brokers, Liverpool. *Com.* Perry: Sept. 2, at 11, and 23, at 2; Liverpool. *Off. Ass.* Bird. *Sols.* Dodge & Wynne, Liverpool. *Pet.* Aug. 10.

WEINTHAL, ASHER, Warehouseman, 36 Cannon-st. (A. Weinthal & Co.) *Com.* Fane: Aug. 30, at 12.30, and Sept. 30, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Taylor & Woodward, 28 Gt. James-st., Bedford-row. *Pet.* Aug. 9.

BANKRUPTCIES ANNULLED.

TUESDAY, *Aug.* 16, 1859.

FARNAN, SAMUEL, Colonial Broker, 14 Mincing-lane. Aug. 13.

LONGDEN, SAMUEL, Grocer, Chesterfield. June 25.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Aug.* 16, 1859.

EATON, CHARLES, Leather Merchant, Manchester (Banks & Co.) Sept. 8, at 1; Manchester.

KNIGHTS, JAMES WATLING, Seed Merchant, Quay-st., Ipswich. Sept. 16, at 12; Basinghall-st.

LANCASHIRE, GEORGE, Silk Manufacturer, Castle Donington. Sept. 22, at 11.30; Nottingham.

FRIDAY, *Aug.* 19, 1859.

SMITH, JOHN, Grocer, Rochdale. Sept. 9, at 1; Manchester.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 16, 1859.

BAILY, GEORGE MILLER, Grocer, Liverpool. Sept. 6, at 11; Liverpool.

BRADY, EDWARD CLARKE, Grocer, Ludford, Lincolnshire. Sept. 7, at 12; Kingston-upon-Hull.

CARTER, SAMUEL, Seed Merchant, Fen Stanton, Huntingdonshire. Sept. 16, at 2; Basinghall-st.

EMPSON, GEORGE, Licensed Victualler, Manning-st., Edgware-rd. Sept. 16, at 12; Basinghall-st.

GOODWIN, JOHN, Grocer, Ripley, Derbyshire. Sept. 13, at 11.30; Nottingham.

HAYWOOD, THOMAS, Grocer, Homerton. Sept. 19, at 12; Basinghall-st.

JELLY, CHARLES HENRY, Timber Merchant, Oundle, Northamptonshire. Sept. 16, at 1; Basinghall-st.

LEAKE, THOMAS, jun., Upholsterer, Nottingham. Nov. 8, at 11.30; Nottingham.

PETERS, EDWARD, Spirit Merchant, Bilston, Staffordshire. Sept. 15, at 11; Birmingham.

POWELL, THOMAS, Worsted Yarn Merchant, 3 Windsor-ct., Falcon-sq. Sept. 29, at 12; Basinghall-st.

SIMPSON, FREDERICK, Draper, Birmingham. Sept. 15, at 11; Birmingham.

WESCOTT, THOMAS, & WILLIAM WESCOTT, Paper Manufacturers, Commercial-rd., Lambeth. Sept. 22, at 12; Basinghall-st.

WOODROW, JAMES, Hotel-keeper, Ryde, Isle of Wight. Sept. 19, at 1; Basinghall-st.

FRIDAY, *Aug.* 19, 1859.

KIRTON, BENJAMIN, Builder, Woodford, Northamptonshire. Sept. 9, at 12; Basinghall-st.

RIMINTON, HENRY, Wholesale Stationer, 5 Queen-st., Cheapside. Sept. 12, at 1.30; Basinghall-st.

THUMP, WILLIAM, Spirit Merchant, Wellington, Somerset. Sept. 12, at 12; Exeter.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Aug.* 16, 1859.

BAILEY, THOMAS, Wine & Spirit Merchant, Shrewsbury. Aug. 10, 3rd class.

MILTON, HARMAN MATTHEW, Livery Stable-keeper, 3 Queen's-row, Camberwell-gate. Aug. 11, 3rd class.

NUTTALL, HENRY, & JAMES NUTTALL, Flannel Manufacturers, Rochdale. Aug. 3, 3rd class; after a suspension of 12 calendar months from July 20, 1858.

PARSONS, JAMES CHARLES, Publican, Beaumaris. Aug. 9, 1st class.

PAYNE, JASPER PETERS HALE, & JOHN GOODMAN, Leather Merchants, Northampton. Aug. 10, 2nd class.

SQUIRE, JOHN FOULDS, Lace Manufacturer, Nottingham. Aug. 9, 3rd class.

FRIDAY, *Aug.* 19, 1859.

CROZIER, WILLIAM ROBERT, & ABRAHAM HORNE, Insurance Brokers, 148 Leadenhall-st. (Crozier, Horne, & Co.) Aug. 12, 1st class.

HUST, ROBERT ANDERSON, Pianoforte Manufacturer, 4 Gt. Marlborough-st. (Hust & Co.) Aug. 12, 3rd class.

SHERBORN, HENRY CHARLES, Grocer, Abingdon. Aug. 13, 2nd class.

THOMPSON, CHARLES ROBERT, & FREDERICK LUCAS, Wine Merchants, Winchester-house, Old Broad-st. Aug. 10, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 16, 1859.

BEMAND, RICHARD, Draper, Shaftesbury-ter., Pimlico. July 30. *Trustees*, W. Morley, jun., Warehouseman, Guiter-lane; H. W. Castle, Warehouseman, Love-lane; J. Chicken, Gent., Burton-st. *Sol.* Jones, Size-lane.

CULLEN, JOSEPH (not CULLEM, as advertised in the "Gazette" of Friday last), Builder, Market Rasen. Aug. 9. *Trustees*, T. Wardale, Auctioneer, Market Rasen; J. N. Hewitt, Builder, Market Rasen. Creditors to execute before Nov. 9. *Sol.* Saffery, Market Rasen.

LOWRIE, CHARLES, Draper, Cardiff. *Trustees*, G. Howes, Warehouseman, St. Paul's-churchyard; B. Smith, Warehouseman, St. Martin's-le-grand. *Sol.* Jones, 15, Size-lane.

NICHOLSON, PETER, Draper, Carlisle. Aug. 8. *Trustee*, J. Douglas, Warehouseman, Bradford. Creditors to execute before Nov. 8. *Sol.* Donald, Carlisle.

PRICE, SAMUEL, Tailor, Carlton-upon-Trent, Nottinghamshire. July 21. *Trustee*, J. Wright, Tailor, Newark-upon-Trent. Creditors to execute before Oct. 23. *Sols.* Smith, Carlton-upon-Trent; Pratt, Newark-upon-Trent.

STRETTON, HENRY, Gent., Highgate. July 22. *Trustees*, G. C. Silk, Esq., 79 Pall Mall; J. A. Hallett, Esq., Little George-street, Westminster. *Sols.* Showler, 1 Trinity-pl.; Every, 20, Whitehall-pl.; Hall, Broadstairs; Crawley & Son, 20 Whitehall-pl.

FRIDAY, *Aug.* 19, 1859.

BROWN, STEPHEN, Nurseryman, Sudbury, Suffolk (Bass and Brown). July 28. *Trustees*, W. R. Bevan, Banker, Sudbury; C. J. Toser, Seed Merchant, Bury St. Edmunds. *Sol.* Ransom, Sudbury.

CARTER, JOSEPH, Builder, Wellington-st., St. Luke. Aug. 13. *Trustee*, J. B. Goodman, Timber Merchant, Compton-st., Clerkenwell; J. Blaxton, Engineer, 80 Goswell-st. *Sols.* Boulton & Sons, Solicitors, 21A Northampton-sq. Creditors to execute on or before Nov. 13.

DAVIS, HENRY, Fruiterer, 5 Baldwin-st., Bristol. Aug. 4. *Trustees*, W. E. Chessell, General Merchant, Bristol. *Sols.* King & Plummer, 5 Exchange-buildings East, Bristol.

DYSON, MASON, Dealer in Flour, Leeds. July 27. *Trustee*, J. D. Fowell, Accountant, Leeds. Creditors to execute on or before Oct. 27. *Sol.* Upton, Leeds.

KENNETT, HENRY THOMAS, Dealer in Toys, 18 Sloane-st., Chelsea. Aug. 13. *Trustees*, S. W. Block, Fringe Manufacturer, Newgate-st.; B. S. Phillips, Fringe Manufacturer, Newgate-st. Creditors to execute on or before Nov. 13. *Sol.* Prall, jun., 19 Essex-st., Strand.

REDMAN, WILLIAM, Builder, Ruswarp, Whitby, Yorkshire, & PICKERING RIPPON, Builder, Whitby (carrying on business in partnership, under the style of Redman & Rippon). Aug. 10. *Trustees*, G. Smales & E. Corner, Timber Merchants, Whitby; E. O. Tindall, Brass Founder, Scarbro'. *Sols.* Gray, and Walker & Hunter, Whitby.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *Aug.* 16, 1859.

BIDDICK, WILLIAM, Surgeon, late of St. Austel, Cornwall (who died on or about Mar. 15, 1858). Parson *v.* Biddick and another, V. C. Stuart. Nov. 1.

FORBES, Sir CHARLES, Bart., late of Newe and Edinglassie, Aberdeenshire, and of Fitzroy-sq. (who died on Nov. 20, 1849). Forbes and others *v.* Forbes and others, V. C. Wood. Jan. 11, 1860.

MASON, THOMAS, Coffee-house Keeper, late of 30 Charles-st., Middlesex Hospital (who died on or about Nov. 9, 1857). Mason *v.* Blakeley, V.C. Stuart. Nov. 1.

MENZIES, ROBERT, Surgeon, late of Stamford-st., Blackfriars (who died in or about May, 1859). Salaman *v.* Menzies, Widow, V. C. Stuart. Oct. 31.

FRIDAY, *Aug.* 19, 1859.

CLARKE, THOMAS, Gent., Chesterfield (who died in or about the month of Oct., 1858). Corringham & another *v.* Clarke & others, V.C. Stuart. Nov. 19.

DIXON, ZACHARIAH, Farmer, Burston, Norfolk (who died in or about the month of Jan., 1854). Dixon *v.* Dixon, M.R. Nov. 5.

WALKER, JAMES ROBERTSON, Esq., Post Captain in H.M. Navy, Gilgarran, near Whitehaven (who died Oct. 26, 1858). Robertson and others *v.* Walker & others, M.R. Nov. 2.

WATKINSON, THOMAS, Kensington, near Liverpool (who died in or about the month of Oct., 1857). O'Donnell & others *v.* Claypole & others. Registrar for the Liverpool District, 1 North John-st., Liverpool. Sept. 30.

WILKINSON, JAMES JOHN, Barrister, Church-row, Stoke Newington (who died in or about the month of Dec., 1858). Wilkinson *v.* Dyson, V.C. Kinderaley. Nov. 7.

Winding-up of Joint Stock Companies.

TUESDAY, *Aug.* 16, 1859.

UNLIMITED, IN CHANCERY.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kinderaley has ordered a Call of £1 15*s.* per share on all the Contributories settled on the list of class C. Aug. 29, at 12; 57 Coleman-st. Jay, Official Manager.

WEYDOAN SLATE AND SLAB QUARRYING COMPANY.—V. C. Kinderaley has prereemptorily ordered a call of 12*s.* 6*d.* per share on all Contributories. Sept. 20, at 12; 3 South-sq., Gray's-inn. M'Creight, Official Manager.

FRIDAY, *Aug.* 19, 1859.

LIMITED, IN BANKRUPTCY.

WEST OF ENGLAND STEAM FLOUR MILLS AND BAKERY COMPANY (Limited).—Petition for Winding-up. Com. Fane, Sept. 1; Basinghall-st., 11.30.

Scotch Sequestrations.

TUESDAY, *Aug.* 16, 1859.

MACKAY, GEORGE, Ironmonger, Keith, Banff. Aug. 26, at 12; Gordon Arms, Keith. *Seq.* Aug. 13.

QUEENAN, THOMAS, Grocer, Perth. Aug. 20, at 12; Solicitors' Library, Perth. *Seq.* Aug. 10.

RITCHIE, WILLIAM, Spirit Merchant, Cowcaddens-st., Glasgow. Aug. 25, at 12; Faculty-hall, Glasgow. *Seq.* Aug. 10.

FRIDAY, *Aug.* 19, 1859.

BUCHANAN, WILLIAM, Merchant, Old Jewry, London, now in Glasgow. Aug. 24, at 12; Globe-hotel, Glasgow. *Seq.* Aug. 13.

MACDONALD, JOHN, Grocer, Dingwall. Aug. 25, at 12; Caledonian-hotel, Dingwall. *Seq.* Aug. 12.

ROXBURGH, ANDREW, Pattern Drawer, Bowling, Dumbarton. Aug. 26, at 12; Elephant-inn, Dumbarton. *Seq.* Aug. 15.

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As "Articled Clerk" is thanked for his suggestions, to which we shall do our best to attend.—Ed. S. J.

THE SOLICITORS' JOURNAL.

LONDON, AUGUST 27, 1859.

THE SMETHURST CASE.

No sooner has a capital sentence been pronounced upon a prisoner than an agitation springs up for a remission of the legal penalty. The Home Secretary is beset with memorials and deputations, and the newspapers are flooded with correspondence, to prove that the judge was partial, the jury mistaken, or the witnesses biassed or ignorant. Much of this is owing to the natural efforts of the prisoner's friends and relatives; something to the shrinking of the civilised mind from the terrible and irreversible punishment which the law assigns to murder; not a little to the wounded self-opinion of the witnesses for the defence, unwilling to acquiesce in a verdict which pronounces them in the wrong; but, after all these deductions, there generally remains a certain amount of reflective and reasonable doubt, more or less justified by the circumstances of the case, which it is the responsible duty of the administrators of the law to receive with respect, and to weigh with impartiality and coolness. In our state of society, it is impossible that things should be otherwise, our criminal trials being conducted with a publicity which makes the nation assessors of the Court, and causes their proceedings to be examined with a rigid, and, on the whole, as we believe, a wholesome scrutiny.

The Smethurst trial has been naturally productive of comment and agitation to a peculiar degree. The mysterious horror always attaching to a "poisoning case" has been heightened by the social position of the convict and the victim, the protracted nature of the proceedings, and more than all by the admitted imperfections in the evidence; nor can it be denied that the kind of scientific testimony which has grown up in connection with prosecutions for poisoning is viewed in many quarters with some suspicion, and by a few is vehemently denounced. It is no wonder, therefore, that the press has for the last week teemed with letters in favour of Smethurst, and with paragraphs insinuating doubts as to the fairness of his trial, and the competency of the medical witnesses for the prosecution. We are not as confident in our own opinion as are most of the gentlemen from whom these communications proceed; we see difficulties in this remarkable case which make us rejoice that we had neither to exercise the office of jurymen, nor have now to advise the Crown as to its exercise of mercy; but there are a few observations which we wish to submit to our readers, as impartial critics on opinions so curiously opposed.

In the first place, we object to the conclusion which the press generally seems to have arrived at, that the medical evidence was the only really important testimony in the case. Circumstances of the gravest suspicion, of more than suspicion, would have justly sent the prisoner to his trial had Dr. Taylor never been in existence; and those who have read the summing up of Judge Buller in Donellan's case, can decide whether the facts in that celebrated prosecution, irrespective of the medical testimony, were one whit stronger than the non-scientific evidence given against Smethurst. His preventing access to Miss Bankes on the part of her friends, his falsehoods on this point, and in the matter of the will, and the elaborate precautions he seems to have taken in the administration of food and medicine, are strangely inconsistent with innocence. The motives for the crime seem to us more evident than is generally supposed; granting that there may be some uncertainty as to the amount of pecuniary benefit which Smethurst would have derived from the death of Miss Bankes, was it nothing that during her lifetime he stood in daily dread of a prosecution for bigamy, if his real wife should discover the pretended marriage? The non-discovery of poison in his house is urged strongly in favour of the convict; but considering that ample time was given to him to dispose of any such substance, between his first and second apprehension, and the obvious motive for concealment, it is no more surprising that poison should not be found on the premises, than that the pistol with which Rush extirpated a whole family was not forthcoming on his trial. At any rate, this point in Smethurst's favour was vigorously pressed by his counsel, and failed to convince eleven (at least) out of the twelve men who tried him, even before the Chief Baron had commenced his summing up. Then as to the scientific and more debateable evidence. Three medical men, two of fair reputation, and one of first-rate eminence, arrive separately at the conviction that the continued illness, and subsequent death, of Miss Bankes is owing to poison. They may have been mistaken in this opinion, but if they were so, it was a remarkable concurrence of error; and it is to be observed that good reasons are given by them for the view they adopted, and that two of them at any rate were very cautious in their final decision. After death the viscera were submitted to Professor Taylor and Dr. Odling, and both these gentlemen arrived at the conclusion that life had been destroyed by mineral poison. A great outcry has been raised against Dr. Taylor for his evidence, and imputations of ignorance and incompetence, and even of malice, have been lavished upon him. We are utterly at a loss to see any reasonable grounds for such remarks; Dr. Taylor may possibly be in error, as many an able man has been before him, and if the conviction rested solely on his testimony, there might be good ground for pausing before enforcing the sentence. But his testimony, viewed in its proper light, is strictly corroborative, and it is so to a remarkable degree, concurring with and elucidating the unquestioned facts of the case, and tracking the crime (as it is the proper function of forensic medicine to do) where the other witnesses lost sight of its operation. Still it is in this part of the case that the doubt rests, it is against Professor Taylor's theory that the agitators in favour of the prisoner are directing all the batteries of their arguments and assertions, and it is only fair to state fully what these arguments are. They may be considered as twofold, one set of witnesses holding that Miss Bankes died of dysentery, and another, a smaller but much more influential number, attributing her death to vomiting and consequent exhaustion induced by pregnancy. The dysentery gentlemen are chiefly of a class becoming common in our courts of law, more to their own profit and notoriety than to the honour of their profession or the interests of justice. Young, pert lecturers from self-constituted schools of medicine, writers of "specialty" volumes much better known to the publishers than to the medical public, courageous adventurers who will

seize any opportunity to place their names in the novel notoriety of a newspaper column, throng on these occasions, often unsolicited, into the office of the prisoner's attorney, and propound in the witness-box theories unheard of before, and probably consigned to oblivion (very wisely) thereafter. The evidence of such men is rated at its proper price by the scientific world, but to a jury, and the public generally, it is puzzling to distinguish between the real medical philosopher and the pushing impostor, and a foolish numerical comparison is instituted between the witnesses for the prosecution and the defence. We all know the testimony somehow got together to prove the innocence of Palmer; it was subsequently exposed and properly laughed at; but perhaps it is not so generally known that one of the very witnesses most confident for Smethurst was among the silliest, because most positive and conceited, of those mistaken advocates for the great strychnine poisoner. These men reproduce themselves at nearly every great criminal trial; it has become their trade to do so, and it would be well that the judges should understand their calibre, and make juries understand it too. The theory of pregnancy stands on a different footing; it is supported by a man of great eminence as an obstetric physician, and none can challenge the knowledge and experience of Dr. Tyler Smith. His letter to the *Times* of yesterday is written in a very different strain from most of those which have appeared on the subject, and it is undoubtedly entitled to considerable weight. His statement amounts to this, that, leaving out of view all the other circumstances of suspicion, and viewing the case solely in its medical aspect, there is nothing irreconcileable with the theory that Miss Bankes sank from the effects of protracted sickness consequent on her pregnancy. There is nothing more than this, and it is somewhat remarkable that the advocates for a reprieve should now attempt to rest their case on medical opinion alone, when they so strongly denounced the supposed attempt of the prosecution to obtain a conviction on a similar kind of testimony. The evidence of Dr. Tyler Smith is just similar in its character to that of John Hunter on Donellan's trial, and fails equally to meet the non-medical facts of the case.

We must not be supposed as desiring, by these observations, to prejudge the decision of the Home Office; we only wish to guard our readers against the unfounded idea, with which a portion of the public seem to have run away, that injustice has been done to the prisoner, and that the medical evidence was in his favour. We have every reliance on the cool good sense of Sir George Lewis, who is not likely to be swayed either by sentiment or clamour, and there undoubtedly are features in the case which may perhaps justify a remission of the extreme penalty, without committing the Government to any disapproval of the verdict. Kirwan was reprieved and ultimately sent to penal servitude for life, not because the Irish law officers doubted of his guilt, but, because they doubted whether the conviction of the people would approve of the execution of the capital sentence. The end of all punishment is moral effect on others, not vengeance on the criminal himself; but the punishment of death beyond all must fail of its real effect, if its justice be not ratified by the unanimous opinion of the nation.

THE BRISTOL ASSIZE.

The past week has brought to light the facts concerning the Bristol briefs. It seems that the counsel concerned had been for some time retained on the Lunacy Commission. They would not have consented, it is said, to attend the commission but on the express understanding that it would not last beyond the Saturday. It met on the Friday and Saturday, and then adjourned till Monday, and the gentlemen, with laudable industry, seem to have made their appearance in Bristol on Saturday evening. They again left Bristol for Exeter on Sunday night, expecting to return on the evening of Monday, and in the belief that the first case would last over the whole of that day. The withdrawal of this case occasioned the entire mischief. With the exception of two undefended cases, no business was done on Monday. But the briefs were not, as was at first stated, carried to Exeter, they were left in charge of the clerks, with orders to return them and the fees if it became necessary. Mr. Collier came on Monday night according to promise, was at his post on Tuesday morning, and fulfilled his engagements by conducting every case in which he was retained. The other learned gentlemen still failing to make their appearance, the hard alternative was had resort to, of returning briefs and fees, and several gentlemen had the pleasure of receiving briefs which were never intended for them. With all explanations, the fact remains for attorneys and the public to ponder, and to devise means for securing themselves against, that eminent counsel take briefs the one day, leave the assize towns the next, with only a Sunday between them and the sitting of the Court, and a single case on the list before them, and so fail on the slightest emergency to fulfil their engagements, and guard the interests committed to their care. The remedy is with the public; instead of forcing business on men whose hands are full already, let them take second-rate names,—they may not always be second-rate men; and even a second-rate man, giving time and attention to a case, will do it greater justice than one, however high his standing, who can give neither.

The Courts, Appointments, Vacancies, &c.

WESTERN CIRCUIT—BRISTOL.

(Before Baron BRAMWELL.)

Bruton v. *Downes.*—*Aug.* 24.

This was an action for libel. The defendant pleaded a general justification.

The JUDGE said, such a plea of justification was wrong, as it ought to state the particular parts of the libel which were to be justified.

The plaintiff had been relieving officer to the Hereford Board of Guardians, but he had obtained an appointment in the Inland Revenue department. The defendant was an attorney, at 3, King's-court, Lombard-street, and he gave it to be understood that he had money to advance. The plaintiff, wanting some money, applied to the defendant for an advance of £100, and the defendant agreed to advance him that sum. Negotiation took place between the parties at the Dr. Johnson, Fleet-street, and the defendant paid him a sum of money, being the £100, less 69*l.* 9*s.*, which he alleged he detained as costs. The plaintiff having applied for the defendant's bill, the defendant sent in a bill in which was contained the libel now complained of. In that bill there was a charge for attending the plaintiff upon the loan, and upon his defalcations with the Hereford Board of Guardians. The defendant received £55 from the plaintiff, who then made him out a charge of 118*l.* 4*s.* 4*d.*, including the sum advanced; and it was alleged that the defendant had put in these items without any foundation, but only to prevent the plaintiff from taxing his bill, in which there was a further charge for attending at Hereford to see some deeds executed and for settling the defalcations.

The plaintiff, in proving the above facts, said, there never was any defalcation in his accounts with the Hereford Board of Guardians. He had spoken to the defendant about the union audit in order to expedite the defendant giving him the money.

Cross-examined.—He had written a letter speaking of the audit, and saying, unless he succeeded in his arrangements, very disagreeable consequences might arise. He alluded to a bill he had at the bank, and not to the audit.

The clerk to the Hereford Union proved that the plaintiff had never been a defaulter in any way.

Mr. *Collier* submitted that there was no publication; then that it was in the nature of a judicial proceeding; as the bill was delivered under order of a judge, under the compulsion of a judicial proceeding, no action would lie; here there was no proof of malice.

The JUDGE thought there was sufficient for Mr. Collier to move, but should tell the jury that they must consider whether there was malice.

Mr. *Collier* said that, after the evidence, he should not attempt to rely on the plea of justification; but he should think it right to put the defendant in the box.

Mr. Downes, the defendant, then stated that the plaintiff applied to him to obtain a loan of money upon the security of property under settlement. It was necessary to see the document, which had been made forty years since, and he found that all the parties were dead. Told the plaintiff that it would be a very troublesome affair, and more than the property was worth. The plaintiff had told him he was deficient in his accounts with the union, and he must have £50 to take with him to Hereford.

In cross-examination the witness said he advertised in the *Times* to advance money upon reversionary property.

The learned BARON having summed up, the jury retired, and ultimately returned a verdict for the plaintiff—Damages, £150.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FANE.)

Re Buller.—Aug. 20.

An adjudication of bankruptcy was this day made against John Edward Buller, of Enfield, and 56, Lincoln's-inn-fields, coalowner, brickmaker, scrivener, and attorney-at-law. The petitioning creditor is Mr. Thomas Reynolds, of Edmonton, corn merchant. According to the depositions, the bankrupt has been out of the way since the 8th inst. It is alleged that he has been guilty of certain misapplications of trust-moneys. In these transactions, Mr. Smart, who was in partnership with the bankrupt in the profession of solicitor, is not in any way implicated. An order has subsequently been made for the sale of the property of the bankrupt.

Re Miller.—Aug. 24.

In this case, Mr. Berry took an objection to a clerk being heard, on the ground that Mr. Waldron, his employer, was not a solicitor of this court.

The clerk complained of the objection, and said he appeared on a debtors summons a short time ago. It was a question of paying something like six shillings, according to rule, to be on the roll of the court. It was a mere omission, and he could prove that Mr. Waldron was an attorney in the superior courts, and his name appeared in the "Law List" this year as a duly qualified practitioner.

His HONOUR.—I suppose the omission may have been for the last twenty years?

Solicitor's clerk.—Very probably, your Honour.

The COMMISSIONER.—Then I cannot hear you.

The examination was ultimately adjourned for a month.

MIDDLESEX SESSIONS.—*Aug.* 22.

DECREASE OF CRIME.—The deputy chairman, T. Tilson, Esq., in his address to the jury, told them that he was happy to say that there appeared considerable decrease of crime in that county, the calendar containing only twenty-two prisoners for trial, whereas generally there were more than double the number. The number of prisoners in former years was, upon the average, more than a thousand, but the past year's average did not exceed seven hundred; but that was chiefly owing to the working of the New Criminal Justice Act, which empowered magistrates to try offenders at the police courts and petty sessions, when they pleaded guilty and were not previously convicted. He, however, had lately observed that some of the police magistrates decided too often according to that Act by sentencing old offenders, who were well known to the governor of the county gaol as old offenders. Such a class, of course, eagerly embraced the offer of pleading guilty, as they escaped with a slight punishment, whereas, had they been remanded and their characters inquired into, they would have been sent to the sessions for trial, when, on examination, the Court would turn them over to the Government for punishment, instead of their being an expense to the country.

Mr. Robert George Wyndham Herbert, Fellow of All Souls College, Oxford, and barrister-at-law of the Inner Temple, has been appointed secretary to Sir George Ferguson Bowen, K.C.M.G., Governor of the colony of Queensland (Moreton Bay), in Australia.

Notes on Recent Decisions in Chancery.

(By MARTIN WARE, Esq., *Barrister-at-Law.*)

SOLICITOR—NEGLIGENCE—JURISDICTION.

Dixon v. *Wilkinson*, 7 W. R., L. J., 624.

An unsuccessful attempt was made in this case to take advantage of the summary jurisdiction of the Court over a solicitor, for the purpose of making him responsible for negligence in the conduct of a suit. The facts were complicated and peculiar, but the important point in the case is the doubt which appears to exist as to there being any jurisdiction in the Court to make solicitors liable at all for negligence in the prosecution of a suit. In the case of ——— v. *Jolland* (8 Ves. 72), there is a dictum by Lord Eldon which tends to show that he was of opinion that the Court had such a jurisdiction; but in *Frankland* v. *Lucas* (4 Sim. 586), the late Vice-Chancellor of England dismissed a petition, the object of which was to make a solicitor refund to his client the costs of the dismissal of a bill which had happened through his neglect. The Vice-Chancellor on that occasion said, that if the jurisdiction existed, there must have been various instances in which it had been exercised; that cases of gross negligence on the part of solicitors had frequently come before him, but he had never known an instance in which the jurisdiction had been exercised.

In the present case Vice-Chancellor Kindersley dismissed the petition on the same grounds; but the Lords Justices inclined to the opinion that such a jurisdiction does exist, but would only be exercised in a plain case—which the present was not. *Turner*, L.J., remarked that the Court certainly exercised jurisdiction to make solicitors accountable in cases of malfeasance; where, for instance, a solicitor sued a party without proper authority, it was a matter of course for him to pay the costs. Whether this jurisdiction extended to cases of neglect, it was not necessary in the present case to decide, but he was inclined to think that there was such jurisdiction, but that it ought to be exercised with great discretion, for it was necessary, if the Court exercised it, that it should be in those cases in which the Court of Chancery could alone afford complete relief. In the present case the Court was of opinion that there was no sufficient ground shown for the interference of the Court.

RAILWAY COMPANY—COMPULSORY POWERS—RIGHT OF PRE-EMPTION.

Re Cant's Estate, 7 W. R., L. J., 624.

When compulsory powers of purchasing land are given to railway companies by Act of Parliament, it is not intended that they should alter the rights of the parties to whom the land belongs, inter se. But sometimes it happens that the alienation of the land introduces a state of circumstances which renders it difficult to ascertain the rights of the parties. An unforeseen condition is introduced which makes the provisions of the settlement impossible, and frustrates the intention of the settlor. The present was an instance of this kind, and shows how careful the Court is even in such cases to deal with the rights of the parties as though no change had been made in the estate. A testator gave his estate to trustees upon trust for his wife for life, and after her death, upon trust for sale. Having a son, who was a gardener, he was anxious that his son should possess a particular piece of garden-land if he wished it; and therefore introduced a proviso into his will that, when the estate was sold, his son should have the option of buying this land for a fixed sum. Before the trust for sale arose, the piece of garden land in question was taken by a railway company, and the purchase-money, which was considerably more than the price fixed by the testator, was paid into court. When the trust for sale arose upon the death of the widow, the son claimed the difference between the purchase-money and the price fixed by the testator; but his claim was resisted by the other parties interested in the estate, upon the ground that his right of pre-emption had never arisen, and had been rendered impossible by the alienation of the land by a paramount title. Vice-Chancellor Stuart took this view; but the Lords Justices acquiesced in the claim of the son, holding that his rights remained the same as if the property had never been converted into money, and that his right of pre-emption was not lost.

PRACTICE—ORAL EXAMINATION AT THE HEARING.

Raymond v. *Brown*, 7 W. R., L. J., 625.

Among the useful reforms introduced by the Chancery Improvement Act, was the power given to the Court to require

the production and oral examination in court of any witness or party in the cause (s. 39). It is evidently intended, and the Act has been so interpreted, that this oral examination is not to be considered a matter of right, but to be entirely in the discretion of the Court. No subpœna is necessary, but simply an order made at the hearing by the Court. In the present case an attempt was made to induce the Court to exercise its discretion before the time of hearing, and to order that certain parties might attend to be cross-examined. But the Court held that the discretion could only be exercised at the hearing, and refused to make any prospective order for the attendance of the parties. (See "Morgan's Chancery Orders," 159).

Notes on Recent Cases at Common Law.

(By JAMES STEPHEN, Esq., *Barrister-at-Law, Editor of "Lush's Common Law Practice," &c., &c.*)

PRACTICE—INTERROGATORIES—17 & 18 VICT. C. 125.

M'Keward v. *Rolt*, 7 W. R., Exch., 601.

This was an attempt on the part of the plaintiff to avoid the pressure of interrogatories delivered to him under the 51st section of the Common Law Procedure Act, 1854, on the ground that in the action, which was brought by a banking company incorporated under 7 Geo. 4, c. 46, in the name of their public officer, there was no plaintiff who came within the meaning of the word "party," to whom alone, according to the statute, interrogatories could be lawfully exhibited. This singular objection, however, was disposed of by the Court, without even calling on the defendant to support his rule—one of the barons observing that his impression was, that not only might interrogatories be exhibited to the nominal plaintiff on the record, but also to the individual members of the co-partnership. It is not easy to imagine from the report of this case on what foundation the resistance on the part of the company rested, since the words used in the statute appear to contemplate the very case in question, by allowing the defendant to deliver to the opposite party, or his attorney (provided such party, if *not* a body corporate, would be liable to be called and examined as a witness), and to require *such party*—or in the case of a body corporate, any of the officers of such body corporate—to answer the same.

INFORMATION IN THE NATURE OF A QUO WARRANTO—ERROR ON JUDGMENT—FIAT OF ATTORNEY-GENERAL.

Reg. v. *Clarke*, 7 W. R., Q. B., 601.

An information filed in the Court of Queen's Bench by the Attorney-General, in the nature of a writ of quo warranto, is said in the books to be properly a criminal prosecution, inasmuch as thereby not only is the franchise which has been usurped seized for the Crown, but a fine is inflicted as a punishment to the usurper. Yet, in modern practice, it has been considered as a merely civil proceeding, as the fine to the Crown is nominal only, and the proceeding itself is usual between party and party as a method of trying civil rights. The true nature of the proceeding, however, has in the present case undergone some further discussion, which arose in the following manner:—a writ of error cannot be obtained in *criminal* proceedings at the instance of the party convicted, unless after probable cause shown to, and on the fiat of, the Attorney-General; and, in the present case, such a fiat was obtained to authorise proceedings in error being taken to set aside a judgment of ouster against the defendant upon an information in the nature of a quo warranto. An application being made to the Court to disallow the proceedings in error nevertheless (the grounds of error assigned being stated to be frivolous), it was urged that the fiat of the Attorney-General was conclusive, and that his discretion was not subject to review by the Court. On the other hand, it was argued that, even were this so in a matter which required the fiat of the Attorney-General, it was immaterial in the present case, as the information in the nature of a quo warranto was now considered as a civil proceeding, and consequently fell under the ordinary jurisdiction of the Court, who would always interfere to prevent their judgment from being impugned on frivolous grounds. The Court, however, held, first, that in criminal proceedings the fiat was (save only in the case of collusion) conclusive; and, second, that such fiat was necessary in the case of an information in the nature of a quo warranto by reason of its being, technically, a criminal proceeding.

It may be remarked, however, that, by reason of the *civil* character of certain penal actions, a new trial has been granted to the Crown on a verdict for the defendant contrary to the general practice when the Crown is unsuccessful; and that, in one case at least of an information in the nature of a quo warranto, this course has been followed. (See *R.* v. *Francis*, 2 T. R. 484.)

The London and Westminster Loan and Discount Company v. *Drake*, 7 W. R., Q. B., 611.

The point involved in this case is of considerable importance in the law of landlord and tenant; viz. whether supposing a lessee mortgages fixtures in the house demised belonging to himself, and being such as he may at or before the determination of the term remove as "tenant's" fixtures, the mortgagee may, on breach of the repayment of the money advanced, enter on the premises, and sever the fixtures, although (in the interim) the lessee has surrendered his lease to his landlord. The Court held that the mortgagee has a right to do so; being of opinion that a tenant's right to sever his own fixtures from the freehold demised to him during the term, is a "right or interest" which he may grant away to a stranger, by way of mortgage or otherwise; and if so granted, that the grant cannot afterwards be defeated by a subsequent voluntary act on the part of the grantor, such as the surrender by him of his lease to the landlord. (See Woodfall's "Landlord and Tenant," bk. ii. chap. 4, s. 9, d).

Parliament and Legislation.

PARLIAMENTARY PAPERS.

The following are among the Parliamentary Papers issued since the rising of the first session up to the present time, and which may be of some interest to the profession:—

Reformatory Schools, &c.—Return.
The Clock (New Palace, Westminster)—Return.
Lunacy (Supplemental to Twelfth Report of Commissioners).
Superannuations (Public Offices) Act—Report.
Court of Probate, &c. (Acquisition of Site) Bill—Evidence.
Statute Law Commission—Return.
Probate Court—Return.
Lunatics—Report of Committee.
Grand Jury Presentments (Ireland)—Abstract of Accounts.
Divorce and Matrimonial Causes Court—Return.
Private Bills—Return.
Colonization and Settlement (India)—Report.
Ecclesiastical Courts—Return.
County Court Commitments—Return.
Post Office—Fifth Report.
Statistical Abstract for the United Kingdom—(1844 to 1858).
Civil Service—Fourth Report.
Public General Acts—Caps. 10 to 35, and Table.
Civil Services—Return.
Small Tenements—Return.
Criminal (Ireland)—Return.
Court of Chancery (State of the Suitors' Fund)—Return.
Justices of the Peace—Return.
County Courts—Return.
Fire Insurance—Return.
Administration of Justice (East India and Ceylon)—Return.
Court of Chancery—Return.
British Museum (Account and Estimate).
Decimal Coinage (Final Report of Commissioners).
Coinage Accounts.
Hocquard *v.* The Queen—Return.
East India (Judicial Procedure)—Copy of Despatch.
Statute Law Consolidation—Fourth Report.
Parkhurst Prison—Return.
Municipal Rates and Franchise Acts—Lords' Report.
Bills of Exchange and Promissory Notes—Return.
Police (Scotland)—Report of the Inspector of Constabulory
Mr. H. T. Wrenfordsley—Copy of Memorial.
Benefices and Ecclesiastical Patronage—Return.
Justice of the Peace—Return.
Magistrates (County Palatine of Lancaster)—Returns.
Friendly Societies (Scotland)—Report of the Registrars.
Civil List Pension—Paper.
Royal Commissions—Return.
Patents for Inventions—Report.
Reformatory Schools—Return.
Abolition of Turnpike Gates and Toll Bars—Report.
Printed Papers (presented by command)—Return.

William Henry Barber—Copy of Memorial.
Benefit Building Societies—Return.
Constabulary Force (Ireland)—Return.
Divorce and Matrimonial Causes—Return.
Factories Regulations Acts—Return.

GLOUCESTER ELECTION COMMISSION.—Messrs. Vaughan, Fitzgerald, and Welford, are the commissioners appointed by the Queen to inquire into the corrupt practices at the late election for Gloucester. The commission will commence their sittings on Monday, the 26th of September next. Mr. Coleridge, of the Western Circuit, has been appointed secretary to the commission, and is expected to visit Gloucester in the course of a few days, in order to make the preliminary arrangements. The commission will sit in the Grand Jury-room, Shire Hall, where all proceedings in connection with the investigation will be conducted. Writs for actions to recover penalties for bribery, under the Corrupt Practices Act, were served on Thursday on some of the agents of the Liberal party.

WAKEFIELD ELECTION COMMISSION.—Mr. Serjeant Pigott, William Henry Willes, Esq., and Wyndham Slade, Esq., have been appointed Commissioners for the purpose of making inquiry into the existence of corrupt practices at the last election for the borough of Wakefield; and Mr. Dew, of the House of Commons, has been appointed secretary to the Commissioners.

PETITIONS.—During the short session of Parliament which has just closed, popular sentiments have been expressed by means of 1,929 petitions, having 220,459 signatures attached to them. For shortening the hours of work in mines, 58,737 signatures have been recorded; against excluding the Bible from schools in India, 51,118; against certain proposed changes in the Scottish Universities, 29,946; in favour of legalising marriage with a deceased wife's sister, 10,692, and against that measure, 3,637; against the Endowed Schools Bill, 8,070, and for that measure, 3,055; for the ballot, 7,333; for the regulating the measuring of gas, 7,453; for separating Protestant and Roman Catholic children in schools, 7,011; for prohibiting the opium trade, 4,789; for altering the law of landlord and tenant in Ireland, 3,532; for repeal of Paper Duty, 2,098; against Church-rate Abolition Bill, 2,731; in favour of, 193; against abolishing Church-rates without an equivalent, 2,181; for repeal of Maynooth College Act, 1,926; against saluting the Host at Malta, 1,950; for ameliorating the condition of national school teachers, 1,896; for reducing the duty on hops, 1,678; and for the removing restrictions from free and grammar schools, 1,559. For reform in Parliament there are 127 applicants, and for universal suffrage, 1.

THE NEW STAMP ACT.—The New Stamp Act, which has been printed, makes some alteration in probate duty, and in the laws relating to hawkers and pedlars. There is now a graduated scale on probate where the property amounts to £1,000,000 and upwards, instead of a cessation of duty, as hitherto, beyond that amount. Where the value amounts to £1,000,000 or upwards, the duty will be as follows:—For every £1,000,000 of the whole part, and any fractional part of £1,000, where the deceased has left any will or testamentary disposition of his personal property, the stamp duty is £1,500; and where the deceased has not left any such will or testamentary disposition, the stamp duty is £2,250. The stamp duty on licenses to exercise the faculty of physic is repealed. Nothing in any former Act is to hinder the maker of goods, his children and servants, from carrying about and selling such goods. By the Act, justices are empowered, on conviction of a hawker in a pecuniary penalty, to mitigate the penalty to any sum not less than one-fourth part over and above the necessary costs of the proceedings.

BRANKSEA ISLAND. — Messrs. Driver have, for the third time, offered to public auction, at the Mart, by order of the Court of Chancery, under the proceedings for winding up the affairs of the London and Eastern Banking Company, the freehold property lately belonging to Colonel Waugh, being the well-known Branksea Island Castle and estate, of about 760 acres, in the harbour of Poole, Dorsetshire, with the castle, dwelling-houses, farm-buildings, freshwater-lakes, pottery and other works, clay and other minerals. The sum of £45,500 was the highest bid made, and as the Court of Chancery had fixed the reserve price at £50,000 no sale could be effected. The auctioneer stated that at a former sale £75,000 had been bonâ fide bid, but they then wanted £100,000.

Communications, Correspondence, and Extracts.

ADMINISTRATION OF OATHS IN CHANCERY.

To the Editor of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

SIR,—Will any of your correspondents please give me their opinion whether a perpetual commissioner, appointed to take the acknowledgment of deeds executed by married women under the Fine Abolition Act, can take such acknowledgments in *every* county in England, or must confine himself to the county in which he resided when appointed?—Yours obediently,

T.

The Law of Attorney or Solicitor and Client.

(By J. NAPIER HIGGINS, Esq., *Barrister-at-Law.*)

IV.

PROCEEDINGS BEFORE JUDICIAL TRIBUNALS.

(*Continued from* page 800.)

Compromise of suit by Attorney or Client.—We have already seen, that as between opposite parties in a suit, an attorney has power to bind his client by a submission of his cause to arbitration. How far an ordinary retainer gives an attorney power as against his client to do so, or otherwise to compromise a cause, remains to be considered; together with another question of an analogous kind, which, however, we shall have to consider more fully when we come to the subject of an attorney's lien for costs. The latter question relates to the power of the client to effect a compromise of a cause, behind the back of his attorney, and irrespective of his rights.

The client, no doubt, is dominus litis, and has complete control over the cause in every respect, except so far as his right may be interfered with or modified by the rights of his attorney. But supposing the client to do nothing after he has retained an attorney to bring an action at law, or to institute a suit in equity, what is the rule as to the attorney's power of compromising the action or suit? In the recent case of *Fray v. Voules* (7 W. R., Q. B., 446), the question raised was, as to the power of an attorney to compromise an action *against* the directions of his client; but Lord Campbell there expressed his opinion that "there is impliedly in an attorney, acting under a general retainer, a power to compromise the action in which he is retained;" and Erle, J., considered that "as a general principle, the attorney has a right to compromise an action without communicating with his client." It is a singular circumstance, however, that there should not have been previously any clear authority, and that there has been no express reported decision, substantiating the rule expressed in these dicta; and it may perhaps be questioned, whether it has not been stated by these very eminent judges, in terms rather too unqualified and comprehensive, as applied to the relation of attorney and client. There are no doubt some strong reasons why an attorney should be considered to have such authority. It would practically involve great inconvenience if the attorney had no power during the progress of a cause to entertain any suggestion in the nature of a compromise coming from his opponent. On the other hand, however, it should not be forgotten that the client may have the fullest confidence in the professional skill of his legal adviser, and yet not be content to rely upon his decision on the merits of his case, or upon his chances of success. A compromise, moreover, may involve not merely the giving up of a claim, but a payment, or the performance of some act by the client; and according to the rule as stated by their Lordships, assuming that there was no fraud or collusion between the attorney and the opposite party, and that there appeared to be nothing unreasonable in the compromise itself, the client would be absolutely bound to pay the money, or perform the act, as the case might be. The effect, in many cases, would be to substitute the judgment of the attorney for the judgment of a court of law, to obtain which he was employed. If the attorney exercised his judgment in a reasonable way, even though the result might be unfavourable to his client, the client would have no remedy against him; but wherever the result was very unfavourable, in all probability there would generally be an attempt by the client to set aside the compromise on the ground that it was unreasonable, if not collusive.

It is singular that the question as to the attorney's power to compromise his client's suit has so seldom been raised in our

Courts. It has, however, been discussed in some cases, and very much at length in the celebrated case of *Swinfen* v. *Swinfen* (6 W. R. 10; affirmed on appeal, 27 L. J., N. S., Ch., 491), where it was expressly ruled by Sir John Romilly, M.R., that an attorney has no authority to compromise a suit in equity without the sanction and consent of his client. "An attorney," he said, "is employed to conduct a suit, and I think it clear that the effecting of a compromise is no part of the conduct of a suit. There is, therefore, no general implied authority to support a compromise by an attorney. If the attorney has any such authority over the subject matter of the suit, as it has been argued, to what does it extend? Does an authority to recover property by legal proceedings extend to empower the attorney to sell the subject matter of the suit? Can he sell to a stranger? And, if not, can he sell to the other side? And what is a compromise, but a sale to the other side?" The dicta, which are to be found in the judgments of Lord Campbell, C.J., and Erle, J., were delivered subsequently to this judgment of the M. R. in *Swinfen* v. *Swinfen*, and they appear to overlook the difficulties which his Honour there suggests, if the rule, as stated in *Fray* v. *Voules*, is to be regarded as settled law. In *Crowther* v. *Farrer* (15 Jur. 535), Lord Campbell himself appears to have entertained a doubt whether the attorney of a defendant has authority merely by force of the relationship which exists between him and his client, to settle the action upon the terms of the defendant paying a sum of money and costs; but it was unnecessary there to decide the point, inasmuch as there was sufficient evidence to show that the attorney had express authority to enter into the compromise in question in the case.

In *Johnson* v. *Ogilby* (2 Eq. Cas. Abr. 31, pl. 39; s. c. 3 P. Wms. 277), Lord Chancellor Talbot appears to have been of opinion that an attorney has no power to compromise a cause without the authority of his client; at all events, that, without such authority, he could not bind his client to perform any stipulation which formed part of the compromise. In that case the bill was filed for specific performance of an agreement entered into by an attorney for and on behalf of his client, promising to pay the plaintiff £500. It appeared that the agreement had been entered into with the consent of the client. Talbot, L.C., in dismissing the bill, observed, that "the difference is, where the party thus undertaking for and on behalf of his client, has an authority to do so, and where he has not. If such undertaker has no authority, then it is a fraud, and the undertaker ought himself to be liable; but where there is such an authority given, this is only acting for another, like the case of a factor or broker acting for their principals, who were never held to be liable in their own capacities."

Where the solicitors of the assignees of a bankrupt tenant, upon whose lands a distress had been put by the landlord, undertook in writing, *as solicitors* to the assignees, to pay the rent, provided it did not exceed the value of the effects distrained, the Court of King's Bench held that they were personally liable. "It would be preventing," said Abbott, C. J., "much of the ordinary business of life if we were to hold that a solicitor entering into such a contract as this did not make himself personally responsible." And Holroyd, J., was of opinion that they could not undertake merely in their character of solicitors, because they had no power, as solicitors, to pledge the credit of their clients. And so, where the attorneys for the plaintiff and the defendant, in a cause which was ready for trial, entered into an agreement whereby they personally undertook that the record should be withdrawn, that certain things should be done by the plaintiff and defendant, and that costs should be taxed for the defendant in a particular manner, it was held that the attorney for the plaintiff was personally bound to pay the costs when taxed in the mode specified, the Court of King's Bench being of opinion that his client was not bound by the arrangement; *Iveson* v. *Conington* (1 B. & C. 162).

And so, where, in an action of trespass, A. was plaintiff, and B., C.'s land agent, was the nominal defendant, C. being the party really interested, H., who acted as the defendant's attorney upon the employment of C., and who also acted as C.'s attorney in certain actions and suits depending between C. and A., consented to an order of Nisi Prius, on the terms that A. should give up to C. the possession of the farm on which the trespass had been committed, and that all proceedings should be stayed in the actions and suits between A. & B. & C., and that C. should pay the taxed costs in this action, and a further sum to A., it was held that A. had no authority to bind C. by any such arrangement; *Thomas* v. *Howes* (2 Cr. & Mee. 588.) The ground of this decision was, that, admitting the attorney to have had power to bind his client in the particular action, he had no authority to compromise any rights of his client beyond the subject-matter in litigation in the action.

But, whatever doubt there may be as to the implied authority of the attorney to compromise, pendente lite, there is none as to his being without such authority after judgment has been obtained. As the authority of the attorney is determined by judgment in the suit, except to sue out execution, and receive payment, he has no power, by virtue of the relation which exists between him and his client, to compromise his client's case, after judgment, with express authority to do so. Accordingly, in an action against the marshal for permitting the escape of a party imprisoned in execution, it is not sufficient to plead that the attorney for the plaintiff, at whose suit the party was imprisoned, did, as such attorney, require and license the marshal to discharge the prisoner. The plea ought to show, either that the plaintiff had given express authority for the discharge, or that the amount for which execution issued had been paid to him or his attorney; *Savory* v. *Chapman* (11 Ad. & Ell. 829).

But it has been held that the attorney in an action has authority to order the sheriff to withdraw from possession under a fi. fa.; *Levi* v. *Abbott* (4 Exch. 588). In that case, however, Alderson, B., said, that "the attorney in the suit has no right, after judgment, to settle the action on any other terms than payment of the debt and costs, and cannot discharge a defendant from custody on a capias ad satisfaciendum without receiving them (*Savory* v. *Chapman*); nor by parity of reasoning, where there has been an extent under an elegit; but he has the power to direct and manage the execution against the goods."

In *Gilbert* v. *Cooper* (15 Sim. 343), Sir L. Shadwell enforced, in a summary way, the performance of an agreement to compromise a suit, entered into by D., as the solicitor for and on behalf of the plaintiff, and L., the solicitor for the defendants, by which it was agreed that the costs of the suit should be paid by L. to D. The costs not having been paid, D. moved that L. might be directed to pay them, pursuant to his undertaking, by a certain day, upon the ground that D. intended to have had L.'s personal responsibility, and not that of his clients. Sir L. Shadwell considered that the agreement intended a personal undertaking by L., and therefore made the order; but upon appeal, Lord Cottenham discharged the order (17 L. J., N. S., Ch., 266), his Lordship observing that the agreement purported to be between D. "as the solicitor for and on behalf of the plaintiff," and L. the "solicitor for the defendants," considered that, primâ facie, this was a contract by agents, and did not bind them personally. In this case it does not appear to have been argued whether the attorney had power to bind his client or not, the suit being instituted merely for the purpose of obtaining a decree of specific performance against the solicitor personally.

The question now under consideration has been raised in several cases before tribunals of the United States; and there are numerous reported decisions of these Courts on the point, without, however, being very uniform or consistent. In a case before the Supreme Court of the United States, in 1813 (*Hollew* v. *Parker*, 7 Cranch. 436), it was the opinion of the Court, that although an attorney, as such, had authority to submit a cause to arbitration, he had no right to make a compromise for his client. In that case, the compromise in question was effected by means of a nominal award, which was not, however, the judgment of the arbitrators in the cause, but a compromise between the attorneys, taking the form of an award, and a compromise, moreover, made at a time when the cause was not so desperate as the attorney for the plaintiff assumed it to be; and the question was, whether the attorney had a right to make such a compromise? Marshall, C.J., in delivering the opinion of the Court, observed, that "although an attorney, merely as such, has, strictly speaking, no right to make a compromise," yet that the Court would be disinclined to disturb one which was not very unreasonable in itself, and in which the attorney either had not been imposed upon, or had not properly exercised his judgment. "This opinion," he adds, "is the more reasonable because it is scarcely possible that, in such a case, the opposite party can be ignorant of the unfair advantage he is taking. His conduct can seldom fail to be tainted with some disingenuous practice; or, if it has not, he knows that he is accepting a surrender of the rights of another, from a man who is not authorised to make it."

LONDON RIFLE BRIGADE.—The Royal Exchange Assurance Corporation have presented to this brigade £25; the Corporation of London Assurance £25; the London Life Association £20; the Sun Fire Office £10 10s.

The Provinces.

BIRMINGHAM.—*The Magistracy.*—Acting on the principle of taking things in time, the Town Council has already made provision for the next appointment of a batch of magistrates. On the motion of Mr. Cutler it was voted last Tuesday, by a majority of thirteen to seven, that all members of the Council who have passed the chair should (if they can) be placed in the enjoyment of magisterial honours. A memorial to this effect was agreed to be laid before the Lord Chancellor. Whether the plan would be a wise one is more than can be decided on a hasty examination, though it certainly appears feasible at the first glance. It is some guide to a practical judgment for us to know that the effect of such a rule at the present time would be the addition of Messrs. Palmer, Baldwin, Hawkes, and Hodgson, to the list of Birmingham magistrates. Of course we cannot discuss the merits of these gentlemen, but they are the personal representatives of the principle adopted, and they will in that relation be made a subject of general comment. Leaving personal matters out of the question, we are rather in favour of the appointment to responsible offices being left in some responsible hands, than that the assumption of one kind of authority should follow as a matter of course from the possession of another. When once we are committed to a routine practice of this kind, there is no escape, however objectionable its consequences may prove. It must not be forgotten, when considering these questions of local self-government, that what we term "the Crown" is, in this country, the reflex of public opinion as manifested by the population at large. Who shall say that grave interests, such as those involved in magisterial jurisdiction, are not safer in that custody than they would be if left to the chance of what party or individual comes uppermost in the lottery of municipal politics?—*Birmingham Journal.*

The late Clement Ingleby, Esq.—We regret to announce in to-day's obituary the death of Clement Ingleby, Esq., solicitor, at the ripe age of seventy-three. If a notice of the event were to be proportioned to the respect in which he lived and died, a far more elaborate epitaph than this brief record would be required. But Mr. Ingleby lived a life undisturbed by those chequered events which give interest and picturesqueness to biography. He was of the few surviving representatives of a past generation of Birmingham men; he was the father of the legal profession here, and the better will it be for the profession and the public if the example of his serene and blameless life exercises its influence on the generation that has succeeded him.—*Birmingham Daily Post.*

KNARESBOROUGH.—*Memorial to the late S. Powell, Esq.*—A meeting of subscribers to the above fund was held last week at the Court-house. The chair was occupied by B. T. Woodd, Esq., M.P. The committee reported that the subscriptions amounted to £146 10s. 7d., and, after paying for a monument proposed to be erected in the parish church, it was calculated that £100 would remain for investment. This surplus the committee recommended should be lent to the Knaresborough Improvement Commissioners, and the interest disposed of yearly, at Christmas, to sixteen poor widows above sixty years of age, residents of Knaresborough and Scriven-with-Tentergate, the first sixteen to be named by Mrs. Powell, and afterwards by trustees to be appointed for the purpose. The meeting approved of this suggestion, and appointed the first trustees. When the number of trustees is reduced to three, the vacancy to be filled up by the vicar and churchwardens for the time being, along with the surviving trustees. A committee, consisting of those appointed to collect subscriptions at a previous meeting, was re-appointed, with the additional names of B. T. Woodd, Esq., and Messrs. Warwick, Bainbridge, and Lister, to fix upon a suitable design and inscription for a monument, to be approved of by the members of the family of the late Mr. Powell, and receive tenders and make a contract for its proper execution.

WOLVERHAMPTON.—*County Court.—The new Judge.*—On Tuesday, Mr. Skinner, Q.C., the judge newly appointed for Wolverhampton district, held his first Court. The greater number of the attorneys present wore gowns, a novelty at this bar. On the learned judge taking his seat, Mr. A. Young, of the Oxford circuit, rose and said:—"Before the business of the Court commences, I wish, on behalf of myself and the practitioners of this Court, to offer our united congratulations to your Honour on your recent appointment as County Court Judge of this district. Every one of us is fully cognisant of those excellent talents and abilities with which your mind is endowed, and of that urbanity of disposition, combined with courtesy of demeanour, which so strikingly characterise you. When we see before us one possessing such qualities as these, it pleasingly assures us that we shall always be favoured with a reciprocity of that courtesy which, I am happy to say, it is the chief aim of this bar to exhibit towards whomsoever may preside upon that bench. Whilst deploring the loss of our late deeply lamented and respected judge, we cannot but rejoice that we should be so signally favoured in having so highly esteemed a gentleman as his successor. Again, sir, I offer you our congratulations, and hope and trust you may long live to enjoy the reward to which your acknowledged ability and successful career have so justly entitled you."—The learned judge replied as follows: "Gentlemen,—I am greatly gratified with the kindness with which you have authorised Mr. Young to address me in the terms he has employed, and I hope he will be a true prophet in the suggestion with respect to the pleasing intercourse between us, which I hope will be realised in the result. I am much gratified to see that that uniform which I have had the honour to wear for so many years (I allude to the gown) has been adopted by you. It has of old the sanction of learning, and with respect to it classical writers have used the expression, 'Arms yield to the gown.' And I have no doubt that your clients will feel, when endued in this civil uniform, that your intellectual panoply would do full justice to their cause. I am quite sure that the foundation of respect on the part of others towards every man is the respect he shows to himself. We are all more or less identified, until our personal qualities are known, with our profession or calling in life, and those who show respect to the calling which they have adopted, invite respect to it and to themselves. The law has always held a most important position in the eyes of the public of this country. I hope it will always be so; but that can only be so long as the law is supported by the character of those belonging to it, which I have no doubt it will be by those I see before me, and that thus you will continue to do credit to the profession which you have chosen.

Review.

General Rules and Orders of the Landed Estates Court, Ireland (July 15, 1859): with Schedule of Fees, Forms, the Act, and Index. Printed by A. Thom & Sons, for her Majesty's Stationery Office.

The original "Incumbered Estates Act" of 1849, gave to the Commissioners of the Court thereby established the power of regulating the procedure of their court; and, for several years after, rules and regulations were accordingly issued from time to time which remained in force until the "Landed Estates Court" Act of 1858 placed the Court under another name, on a different and a permanent basis, with largely increased jurisdiction. The last-mentioned Act directed that a new code of rules should be framed, and when it was afterwards found that the late Judge Martley had, in framing the new code which he undertook to prepare, refrained as much as possible from adopting, or even from imitating, the satisfactory rules of procedure, under which "incumbered estates" to the value of twenty millions had been sold and wound up by the old Court, there was a general feeling of disappointment throughout the profession. It is unnecessary to refer to what subsequently took place. Suffice it to say, that a completely new code of rules soon became absolutely necessary, and such an one has now been published. The new practice of the Landed Estates Court is based, to a great extent, on the old rules of the Incumbered Estates Court, with such alterations and additions as the experience of years has suggested. Of course, there are many entirely new regulations adapted to the new branches of the jurisdiction of the Court, such as the granting of declarations of title, the carrying out of contracts between vendor and vendee, the appointment of new trustees, &c. &c.

The work of preparing and publishing these rules, &c., has been performed so completely that it leaves nothing to be desired; and the ground is quite cut from under the feet of any able editors or authors having the ambition to write a "Practice of the Court." The Court has, in fact, published its own practice, in a compact volume, which includes, in addition to the rules, forms, fees, &c., the Act of Parliament, and a very elaborate index, the whole published by the Government Printer, and sold at a price two-thirds lower than it could possibly have been, had it been undertaken by private hands. This is certainly a novelty, and, however the aforesaid expectant authors may be disposed to complain, to the practitioners it is a very welcome one, as it provides them with the maximum amount of reliable and useful information, at the minimum of cost and trouble.

The more convenient method of giving an outline of the course of practice as now finally settled by the volume before us, will be to distinguish the objects for which applications are made to the Court, and shortly to state the principal steps to be taken in each case; and afterwards to glance at those portions of the practice which are common to all proceedings taken in the court.

1. *Proceedings for the sale of an estate, at the instance of an owner or a creditor.*—All proceedings are to commence by petition, entitled and framed according to the forms given, and to be verified by the affidavit of the petitioner or his solicitor. To every petition relating to lands must be annexed schedules, showing the parcels of land and the tenancies, all rights and easements existing or claimed in or over the lands, and all charges and incumbrances existing or claimed. Every petition will be accompanied by a copy (for the use of the Court), which, immediately after the petition has been filed, will be transmitted to the examiner of the judge in rotation, who will read and make his fiat or order on it. The order will ordinarily be a conditional one only in the first instance, to be served on such persons as the judge may consider proper to be served, and allowing them a fixed time for showing cause against the order. Where the estate is an unincumbered one, the abstract of title (together with the deeds) is expected to be lodged with, or very soon after, the petition. In other cases, a longer interval is allowed. Very full instructions are given as to the form and contents of the abstract, which is, moreover, to be verified by the affidavit of the solicitor preparing it. Every person having in his custody deeds or other documents material to the title, may be compelled to lodge them in court; and the judge is to make such order as may be just as to the costs of so doing, and as to lien (if any) claimed on such deeds, &c. But no mortgagee is bound to part with his securities before the time of payment; in the meantime he must, if required, produce them for inspection by the examiner, and furnish copies for the use of the Court. After the order for a sale has been made absolute, a "notice to claimants" is to be published, notifying, to whom it may concern, that the order has been made; and therefore any person who has any demand upon the estate may file his "claim" in the court, stating the particulars, and verified by his affidavit. The costs of so doing will be allowed with, and as part of, his demand, except in the case where a demand has been before proved in chancery or in bankruptcy.

The next step is to ascertain the particulars of all tenancies on the estate; and for this purpose a notice to tenants is served, containing in a tabular form all such particulars, so far as known, to the solicitor having carriage. Within a time limited by such notice, objections to this notice may be lodged; and, in case of dispute, the matter is to be brought forward, on notice, for adjudication. The "rental" is then prepared, and in it the particulars and conditions of sale are set forth. The rental, &c., after being settled by the examiner, is printed, and receives the judge's approval, and final directions are then given for a sale.

Public sales are to take place in court, unless otherwise specially ordered. If elsewhere, the biddings are returned, for confirmation by the judge, before the sale is considered as completed. Estates may be sold either by public or private sale; and any sale may be set aside on sufficient grounds, but not solely by reason of an advance being made in price. All purchase-moneys are lodged in the Bank of Ireland to the credit of the particular matter. The purchaser is liable to payment of interest on his purchase-money, after the expiration of fourteen days from the sale. If he is also a creditor, he may apply for credit or set-off against his purchase-money. The solicitor having carriage of the proceeding is bound to see that all arrears of rates or other outgoings are paid up, for the purchaser's protection. The draft of the deed of conveyance is prepared by the purchaser's solicitor, and is sent for approval to the solicitor having the carriage, before being settled in the examiner's office. An office copy of the draft, as settled, is then taken out by the purchaser's solicitor, who prepares from it the engrossment. Maps on conveyances are to be prepared, if required, by the officers of the Ordnance Survey. A copy of every conveyance is to be kept in court. If necessary, an injunction to the sheriff will be issued, to put the purchaser in possession of the land purchased by him.

After the proper searches have been made as directed in the registry and judgment offices, and the results explained, a draft "schedule of incumbrances" is brought in, and settled by the examiner, and a copy lodged for public inspection. (The form and contents of the schedule are very fully indicated.) A "final notice to claimants" is then to be prepared, and served on all parties interested, and also published in the newspapers; and this notice will state the day when the schedule will come on for hearing before the judge. On this occasion all parties can attend, and have their rights against the fund finally determined. Questions in dispute are to be raised in the form of "objections" to the schedule, which, at the hearing, will be adjudicated on by the judge. After the judge has directed what demands are to be paid, the solicitor having the carriage and the other parties interested are to attend before the examiner, with proof of their demands; but admissions may be taken instead of proofs. The amounts due for principal, interest, and costs, shall, at the same time, be computed, and the schedule then re-entered in the judge's list (without further notice), when the orders for payment are to be made. The judge is, however, at liberty to order any payment which he thinks may be safely made before the schedule is settled. No legacy is to be paid without steps being taken to have the legacy duty discharged. The mode of making investments of purchase-money in the Government funds, and of making sales of stock, is pointed out. Every payment of money or transfer of stock is to be made by the Bank, on an order signed by a judge, and bearing the seal of the Court. No money is to be paid without identification of the payee. The orders for payment are to be drawn up on receipt of the fiat of the judge for payment, and sent over, together with the power of attorney (if any) on the following day, to the examiner's office, to receive the signature of the judge.

2. *Where the sale is in pursuance of a decree or order for sale made by another Court.**—There is some slight difference in the course of procedure when the application to the Landed Estates Court is one to carry out a decree for sale made by the Court of Chancery, or an order for sale made by the Court of Bankruptcy and Insolvency. Such proceedings are, like others, to commence by petition; but in case the decree or order shall direct a sale of a term of years, the petitioner may pray for a sale of such larger estate as the Court (under the Act) may have power to sell;† and the petition must be accompanied by a copy of such decree or order. An order for sale on a petition praying execution of a decree or order for sale made by another Court, may be made absolute in the first instance if the judge think fit; and provided, in the case of a fee-simple estate, that the notice to the Commissioners of Her Majesty's Woods and Forests, required by s. 62 of the Act, shall have been duly served. Creditors who have already proved their demands in the Court of Chancery or Bankruptcy, are not expected to file verified claims, as are creditors in other cases, and, if such be filed, the costs of them will not be allowed, without the special order of the judge. Another distinction to be observed in cases of this nature is, that such creditors, who have been parties to any proceedings in Chancery or Bankruptcy, may be served by post through the Notice Office of the Court, whereas other creditors must (unless they have entered appearances, or filed claims in the Court), be served personally, or at their residences.

The application of the purchase-money in these cases is regulated by s. 50 of the Act, which directs that where the fund shall be, pursuant to the direction of the Court by which the decree or order was made, lodged to the credit of the Landed Estates Court, it shall be distributed in all respects as in other cases. Otherwise the purchase-money is to abide the general or special order of the Court by which the decree or order for sale was made. It may be remarked that no general order has been made on this subject, either by the Court of Chancery, or by the Court of Bankruptcy and Insolvency.

(*To be continued.*)

THE CASE OF MR. CHISHOLM ANSTEY.—It appears, by an article in the *China Telegraph*, that the papers connected with Mr. Chisholm Anstey's case will not be produced by the Government until next session. Mr. Anstey, in the meantime, will proceed at law against Sir John Bowring for illegally suspending him from his office.

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* Section 49 of the Act (21 & 22 Vict. c. 72), provides that where any such decree or order for sale of the Court of Chancery or Bankruptcy shall have been made, such sale shall be effected in and by the Landed Estates Court, and not by the Court of Chancery, &c., unless under special circumstances the latter Court shall judge it best to retain the conduct of the sale. It follows that virtually the Landed Estates Court is charged with the carrying out of every judicial sale of land in Ireland.

† Section 48 of the Act provides that wherever any incumbrance affecting land shall be secured by a trust term of not less than ninety-nine years absolute, of which not less than sixty years shall be unexpired, and shall have been created by the owner of a larger estate in the lands, such incumbrance shall, for the purposes of the Act, be deemed an incumbrance upon such larger estate.

Births, Marriages, and Deaths.

BIRTHS.

COOPER—On Aug. 16, at 4, Albany-villas, Cliftonville, Brighton, the wife of John Newland Cooper, Esq., Solicitor, of a daughter.

CRACKNALL—On Aug. 20, at No. 7, Ladbroke-square, Notting-hill, the wife of S. Cracknall, Esq., of Lincoln's-inn, of a daughter.

FELLOWS—On Aug. 19, at Rickmansworth, the wife of Herbert William Fellows, Esq., of a son.

HANNAY—On Aug. 20, at 67, Queen's-gardens, Hyde-park, the wife of J. L. Hannay, Esq., of a daughter.

HILL—On Aug. 19, at 11, Mansfield-street, the wife of James Hill, Esq., of a son.

JARVIS—On Aug. 14, at King's Lynn, the wife of Lewis Whincop Jarvis, Esq., of a son.

PERRIN—At Redland, Bristol, on Aug. 24, the wife of Jonathan Perrin, Esq., of a daughter.

ROUND—On Aug. 20, in Richmond-terrace, Bayswater, the wife of O. S. Round, Esq., Lincoln's-inn, Barrister-at-law, of a son.

SMITH—On Aug. 21, the wife of Mr. Edward Hart Smith, of Clement's-inn and Brixton, Solicitor, of a daughter.

MARRIAGES.

DOUGLASS—SHEPHARD—On Aug. 23, at Trinity Chapel, Roehampton, by the Ven. the Archdeacon of London, the Rev. Charles Edward Douglass, of Brighton, Sussex, to Harriette, the third daughter of John Shephard, Esq., of Mount Clare, Roehampton, Surrey.

M'GILL—BISSGOOD—On Aug. 18, at St. John's, Highgate, by the Rev. William Calvert, Capt. Davenport M'Gill, 60th Royal Rifles, eldest son of the Hon. Peter M'Gill, to Rosa, second daughter of Thomas Bissgood, Esq.

MOBERLY—KNOX—On Aug. 20, at St. Saviour's, Bitterne, near Southampton, William Henry Moberly, Esq., of Southampton, to Mary Arnoth, eldest daughter of the late Robert Knox, Esq., surgeon, Royal Navy.

PARKER—RANDALL—On Aug. 23, at St. James's, Piccadilly, by the Rev. Edward Parker, M.A., rector of Great Oxendon, Northamptonshire, and the Rev. J. E. Sabin, M.A., Chaplain to the Forces, Charles Lewes, only son of the late Rev. E. G. Parker, M.A., Chaplain to the Forces, and formerly of Bahia, to Caroline Ann, youngest daughter of John Randall, Esq., of Upper Bedford-place, and of the Inner Temple.

SALMON—JOSSELYN—On Aug. 17, at St. Mary Tower, Ipswich, by the Rev. E. S. Whitbread, rector of Strumpshaw, Norfolk, and by the Rev. W. Wallace, rector of Thorpe Abbotts, Norfolk, Thomas William Salmon, Esq., of Diss, eldest son of the late Rev. T. W. Salmon, incumbent of Hopton, Suffolk, to Elizabeth, eldest daughter of George Josselyn, Esq., of Ipswich.

STEPHENSON—FLOYD—On Aug. 25, at All Saints' Church, Netherthong, by the Rev. Thomas James, Incumbent, Cookson Stephenson, Esq., M.A., of Trinity College, Cambridge, and of Lincoln's-inn, only son of the late William Stephenson, Esq., of Sands, Holmfirth, to Mary Ann, eldest daughter of C. S. Floyd, Esq., Solicitor, Holmfirth and Huddersfield.

DEATHS.

CLOUGH—On Aug. 23rd, at Pontefract, aged 50, William Clough, Esq., of that town, Solicitor. He twice filled the office of Mayor, and was many years an alderman of the Borough.

EVANS—On Aug. 19, aged 34, Robert Evans, Esq., of the firm of Evans, Son, & Sandys, Solicitors, Liverpool.

PEAD—On Aug. 22, at 123, Warwick-street, Eccleston-square, Emma Victoria, wife of Robert J. Pead, Esq., aged 22.

ROFFEY—On Aug. 20, at 21, Walcot-place, Lambeth, William Roffey, Esq., in the 78th year of his age.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BICKER, FRANCES, Widow, Brighton, & THOMAS KIRBY, Esq., Baughurst, near Basingstoke, £120 : 6 : 9 Consols.—Claimed by THOMAS KIRBY, the survivor.

BREMER, Commodore Sir JAMES JOHN GORDON, Compton, Plymouth, £1,000 Consols.—Claimed by JEMIMA MARY HARRIET CLERICETTI, wife of C. A. CLERICETTI (formerly BREMER, Widow), and EDWARD FLETCHER, the executors of the said JAMES JOHN GORDON BREMER, deceased.

HARKNESS, Rev. ROBERT, Langham-place, Portland-place, Two Dividends on £2,015 : 8 : 9 New 3½ per Cents.—Claimed by Rev. HENRY LAW, one of the executors.

HENRY, Hon. WILLIAM, Viscount DOWNE, HENRY RUSSELL, Surgeon, York, and DAVID RUSSELL, Esq., York, £267 : 19 : 6 Consols.—Claimed by DAVID RUSSELL, the survivor.

ISRAELL, ELIZABETH, Spinster, Old Burlington-street, £100 : 3 : 8 Reduced 3 per Cents.—Claimed by WILLIAM HENRY BUCKLAND, and WILLIAM HENRY NEWMAN, the trustees appointed by the Court of Chancery of the will of the said ELIZABETH ISRAELL, deceased.

MAINWARING, MARY ANN, Spinster, Widcombe-crescent, Bath, £122 : 9 : 7 Consols.—Claimed by MARY ANN HUGHES, wife of Rev. ROBERT HUGHES, formerly MARY ANN MAINWARING, Spinster.

MANGLES, MARTIN, jun., Esq., Reading, Berks, £28 : 19 : 0 Consols.—Claimed by MARTIN MANGLES, jun.

PRINCE, GEORGE, Blacksmith, Highworth, Wilts, One Dividend on £100 Long Annuities.—Claimed by RICHARD STRANGE, the acting surviving executor.

REW, WILLIAM, Gent., Topsham, Devonshire, One Dividend on £60 Consols.—Claimed by ELIZABETH HANNAFORD.

SHORE, SAMUEL, jun., Esq., Norton-hall, Derbyshire, and DANIEL GASKELL, Esq., Lupset, York, trustees of Shore and others, trustees of Lady Hewley's Charity, £58 : 1 : 0 Consols.—Claimed by DANIEL GASKELL, the survivor.

WARING, EDMUND, Farmer, Letton, Hereford, £57 : 9 : 5 New 3 per Cent. Annuities.—Claimed by THOMAS WARING, the surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

ELKIN, SOLOMON, Esq., Kingston, Surrey, and Island of Jamaica (who died in or about the month of Feb., 1826). Persons claiming to be the heir-at-law and next of kin to prove their claims on or before Nov. 19, at the Registry for the Liverpool District, 1, North John-street, Liverpool.

KENDRICK, CHARLES, late of Winchcomb, deceased.—GEORGE HANKIN, the son, and MARY ANN WELLS, the daughter, of sisters of the deceased, to apply to Mr. Richard Kendrick, Chedworth, near Northleach, Gloucestershire, or to Henry Stiles, Esq., Solicitor, Northleach.

SHAKESHAFT, JOHN, CHARLES and GEORGE SHAKESHAFT, ANN SHAKESHAFT (married to Samuel Kempson), SUSANNAH FOLLEY, and RICHARD SHAKESHAFT, children of George and Ann Shakeshaft, Chemist, living in London in 1780. The relatives of these families to apply to James D. Shakeshaft, 18, Upper Queen's-street, Lower-road, Islington, London.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	224	224	223 4	224 3½	224 3	[illegible] 4½
3 per Cent. Red. Ann.	96⅛ ¼	96⅛ 6	96⅛ ¼	96⅛ 5⅞	96⅛ ¼	96⅛ ¼
3 per Cent. Cons. Ann.	95⅞ ⅝	95⅞ ⅝	95⅞ ⅝	95⅞	95⅞	95⅞ ⅝
New 3 per Cent. Ann.	96⅛ 6	96⅛ 6	96⅛ ¼	96⅛ 5⅞	96⅛ ¼	..
New 2½ per Cent. Ann.	..	..	..	..	..	80⅛
5 per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	18	18	18 1-16	18 1-16
India Stock	..	217	219	216½ 19	..	[illegible]
India Loan Debentures	..	94⅞ ¾	94⅞	95	95	..
India Loan Scrip	..	8s3sd	..	..	..	..
India Bonds (£1,000)	5s d	..	3s d	3s d	3s d	3s d
Do. (under £1000)	..	..	..	..	8s3s d	..
Consols for account	95⅞	95⅞ ¾	95⅞	95⅞ ⅝	95⅞	95⅞ ⅝
Exch. Bills (£1000) Mar.	26s p	26s3sp	25s2sp	21s23p	23s20sp	23s23sp
Ditto June	..	..	..	..	..	..
Exch. Bills (£500) Mar.	..	26s23sp	22s p	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bills (Small) Mar.	..	26s 3sp	22s p	24s p	..	..
Ditto June	..	..	..	..	..	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Ditto (under £1,000)	..	..	..	..	..	..

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	96½ ¼	99½ 9	..	..	99½	..
Caledonian	84½	84½ ¼	84½	85½ 5	85½ ¼	85½ ¼
Chester and Holyhead	..	..	..	..	..	..
East Anglian	..	..	..	..	..	..
Eastern Counties	57½	56¾ 7½	57½ 7	57½ ¼	57½	57½
Eastern Union A. Stock	..	..	..	40½	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	..	..	..	..
Edinburgh and Glasgow	74½	..	..	..	..	..
Edin. Perth, and Dundee	..	..	..	..	26½	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	101	..	..	103 2½	103½	..
Ditto A. Stock	..	83	83½ 5	85	86 7	..
Ditto B. Stock	..	132 3½	132½ 3	..	..	..
Gt. South & West. (Ire.)	..	..	..	104½ 4	..	..
Great Western	60½	60½	60½	60½	60½ ¼	60½
Do. Stour Vly. G. Stk.	..	..	..	56	56	..
Lancashire & Yorkshire	95⅞	95¾ ¼	96	96¼ ½	96¼ ⅝	..
Lon. Brighton & S. Coast	..	..	109½	..	109½	..
London & North-Westrn.	95½	95⅞ ¾	95½ ⅝	96⅛ ½	96	96½ ⅝
London & South-Westrn.	91½ ¼	92	91½ ¼	91½ ¾	92½ 1½	92½ 1½
Man. Sheff. & Lincoln	36½	35½	35⅞	..	35½ ⅝	35½
Midland	105⅞ 6	106½ ¼	106½ ¼	106⅛	106⅛ 6	106½ ¼
Ditto Birm. & Derby	82½	..	..	83	..	..
Norfolk	..	60	..	..	..	..
North British	59½ ¼	60½	60½ ¼	60½ ¼	60½ ¼	60½
North-Eastern (Brwck.)	89½	89½	89½ 9	89⅞	89½ 9	..
Ditto Leeds	43½ ¾	44 3½	..	44½	44½ ¼	..
Ditto York	72½	72½	..	72½	72½ ¼	72½
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	31½ 1	31½ 2	..	32	31½
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	24½	..	25	25	24½	..
Do. Scotsh. Mid. Stk.	..	..	..	..	31½	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	45½	44½ 5	..	..	..
South-Eastern	76 5½	75½	75½	76 5½	75½ 6½	76 ½
South Wales	..	63	..	..	63	63½ 3½
Vale of Neath	..	..	..	..	..	..

Estate Exchange Report.

AT THE MART.

By Mr. Mason.

Freehold, Corner Plot of Building Ground, Twickenham.—Sold for £260.
Freehold Plot of Land, near the above, fronting the high-road from Richmond to Hampton.—Sold for £240.
Freehold, Corner Plot of Building Land, adjoining the above.—Sold for £460.
Freehold Plot of Land, Widmore-lane, near Bromley, Kent.—Sold for £140.
Freehold, Two Plots of Land, adjoining the above.—Sold for £120 each.
Freehold, Corner Plot of Ground at the junction of the roads to Chiselhurst, Dartford, &c., with house, barn, &c., thereon.—Sold for £430.

By Mr. Edmonds.

Leasehold Houses, Nos. 4 & 5, Bridport-place, New North-road, Hoxton.—Sold for £250.
Leasehold Residence, No. 41, Nottingham-place, Mile-end Old Town.—Sold for £110.

By Messrs. Norton, Hoggart, & Trist.

Freehold Residence and Grounds, Carshalton, Surrey, coachhouse, stabling, and 2a. 0r. 1p.—Sold for £3,000.
Leasehold Dwelling-houses, Nos. 45 & 46, King's-square, Goswell-road, St. Luke's; let at £92 : 10 : 0 per annum.—Sold for £730.
Leasehold House, No. 25, Doughty-street, Mecklenburgh-square; let at £55 per annum; term, 49 years from Midsummer last; ground-rent, £14 per annum.—Sold for £400.
Policies of Assurance and Absolute Reversions, expectant on the death of a lady aged 64 years, to One-eighth Share of £1,000 East India Stock; £3,540 : 18 : 10 3 per Cent. Consols; £4,300 New 3 per Cent. Annuities; £3,300 Reduced 3 per Cent. Annuities; £1,000 secured on mortgage; Two Leasehold Houses, 12a, Cumberland-place, Hyde-park, and 21, Store-street, Bedford-square; and £7,000 cash.—Sold for £1,500.

By Messrs. Bromley & Son.

Freehold Family Residence, "Holby Lodge," Wood-street, Walthamstow, with pleasure-grounds and outbuildings; let at £45 per annum.—Sold for £1,250.
Freehold Cottage and Ground, Wood-street, Walthamstow; let at £6 per annum.—Sold for £200.
Freehold Plot of Land adjoining Holby Lodge.—Sold for £120.
Leasehold House, No. 7, Allington-place, Back-road, St. George's East; let at £25 per annum.—Sold for £190.
Leasehold House, No. 54, Dempsey-street, Stepney; let at £20 per annum.—Sold for £170.
Leasehold House, one a Shop, Nos. 31 & 32, Oxford-street, Stepney; let at £40 per annum.—Sold for £325.

By Messrs. Winstanley.

Freehold, Five Plots of Building Ground, at Woodside-green, Norwood, Surrey.—Sold at from £225 to £280 per plot.
Freehold Cottage Residence, Woodside-green, Norwood, with stabling, &c.—Sold for £400.
Freehold Mansion, grounds, meadow land, &c., Hadley-house, Hadley, Middlesex, altogether about 15 acres.—Sold for £4,650.

By Mr. A. Booth.

Leasehold Residence, No. 45, Camden-road Villas; term, 79 years from Lady-day last; ground-rent, £11 per annum.—Sold for £850.
Improved Leasehold Ground-rent, £18 per annum, secured upon No. 4, Carlton-hill-villas, Camden-road, Islington.—Sold for £370.
Improved Leasehold Ground-rent, £18 per annum, secured upon No. 5, Carlton-hill-villas, Camden-road.—Sold for £380.
Improved Leasehold Ground-rent, £36 per annum, secured upon Nos. 6 & 7, Carlton-hill-villas, Camden-road.—Sold for £750.

By Messrs. Toplis & Harding.

Leasehold Houses and Shops, Nos. 190 & 191, Sloane-street, Chelsea; held for 38 years from June, 1847; ground-rent, £70 per annum; let at £245 per annum.—Sold for £1,690.
Leasehold, Improved Rent of £65 per annum, arising out of House and Shop, No. 192, Sloane-street, with reversion; term, 38 years from June, 1847.—Sold for £600.

By Messrs. Venton & Son.

Lease and Goodwill of The Railway Tavern and Dining-rooms, No. 125, Fenchurch-street, City; held for 21 years from Midsummer, 1847, at £171 per annum.—Sold for £500.

By Mr. G. B. Bayley.

Freehold Residence, Beckenham, Kent; let at £42.—Sold for £370.
Freehold (Four) Cottages, adjoining the above, producing £23 : 8 : 0 per annum.—Sold for £300.

By Mr. H. Lowdon.

Leasehold House, 13, Mead-row, Westminster-road; let at £20 per annum; term, 97 years from Lady-day, 1786; ground-rent, £3 : 14 : 9.—Sold for £110.

By Messrs. Beadel & Sons.

An Improved Rent of £150 per annum, arising from business premises, No. 36, King William-street, City; term, 21 years from Midsummer, 1859.—Sold for £940.
Freehold (Five) Plots of Building Land, Junction-road, Upper Holloway.—Sold at £225 and £180 per plot.
Freehold (Nine) Plots of Building Land, Orchard-road, Upper Holloway.—Sold at from £100 to £110 per plot.

By Mr. Moxon.

Freehold Houses, Nos. 7 & 8, St. George's-place, Victoria Dock-road, with plot of building-ground.—Sold for £336.
The Lease of the "Trafalgar Hotel," Nos. 31 & 32, Spring-gardens, and 67, Charing-cross.—Sold for £400.

By Messrs. Bowes & Ballingham.

Leasehold Residence, No. 5, Durham-place, Seven Sisters-road, Holloway; term, 94 years; ground-rent, £5.—Sold for £240.
Leasehold Residence, No. 5, Durham-place; let at £38; term, 92 years; ground-rent, £5.—Sold for £240.
Profit Rental of £35 per annum, arising from No. 28a, Basinghall-street.—Sold for £100.
Leasehold Residences, Nos. 1 & 2, Alma-square, Hill-road, St. John's-wood; term, 99 years; ground-rent, £11 per house.—Sold for £80 each.
Leasehold Residences, Nos. 3 & 4, Alma-square; same term, &c.—Sold for £750.
Leasehold Residence, No. 7, Alma-square; same term, &c.—Sold for £290.
Freehold Cottage Residence, Buckingham-road, Stratford.—Sold for £160.

By Mr. E. Roberts.

Freehold Ground-rents, producing £1,727 per annum, arising from the houses forming Lansdowne-road-villas, Clarendon-road-villas, and St. John's-villas.—A portion of the above sold at from 29 to 30 years' purchase.

By Messrs. Barnes, Winch, & Son.

Freehold, "Wadd Farm," Staplehurst and Frithenden, Essex, comprising farm-house, and 77a. 1r. 26p.; let at £91 : 17 : 6 per annum.—Sold for £2,000.

By Messrs. Waterer & Sons.

Freehold, 11a. 2r. 11p. of wood and heath land, abutting on the high road, Windlesham, near Bagshot, Surrey.—Sold for 1,170.
Freehold, 4a. 1r. 29p. of plantation, Sand's-end, Windlesham, near Bagshot.—Sold for £240.

By Messrs. Baker & Son.

Copyhold, "Cox's Farm," comprising farm-house, outbuildings, and 86a. 0r. 15p. of land.—Sold for £2,060.

By Mr. Marsh.

Leasehold House, No. 25, Sussex-street, Tottenham-court-road; estimated annual value, £25.—Sold for £275.
Leasehold House, No. 36, Dorset-place, Dorset-square; let at £50 per annum.—Sold for £350.
Leasehold House, No. 11, Bedford-place, Camden-hill.—Sold for £365.
Leasehold House, No. 21, Bedford-place; let at £38 per annum.—Sold for £410.
Leasehold Coachhouse and Stable, No. 13a, Royal-mews, Addison-road North; let on lease at £10 per annum.—Sold for £63.
Leasehold (Four) Houses, Charles-street, Portland-town; let at £40 : 16 per annum.—Sold for £240.
Freehold House, No. 4a, Barbican, City; let at £50 per annum.—Sold for £600.
Leasehold House, No. 15, Mildmay-park; let at £50 per annum.—Sold for £480.

By Mr. Newson.

Two Plots of Freehold Building-ground, West-green, Tottenham.—Sold at £120 per plot.
Leasehold Houses (one a Shop), Nos. 17 to 19, Frederick's-place, Lower-road, Islington; let at £83 : 10 : 0 per annum.—Sold for £430.
Leasehold House, No. 23, Chalcot-crescent, Primrose-hill; let at £40 per annum.—Sold for £450.

AT GARRAWAY'S.

By Mr. S. S. Oncell.

Freehold House and Shop, No. 46, Holywell-street, Strand; let on lease at £42 per annum.—Sold for £740.
Freehold Tavern, "The Cheshire Cheese," Wine-office-court, Fleet-street; let on lease at £50 per annum.—Sold for £2,010.

By Messrs. Crawter.

Freehold House, No. 5, Raven's-place, Hammersmith New-road; let on lease for 99 years from Christmas, 1856, at £8 per annum.—Sold for £230.

By Messrs. C. & H. White.

Leasehold Dwelling-houses, Nos. 9, 10, & 11, Whitmore-road, Hoxton.—Sold for £180.

By Mr. Murrell.

Leasehold House, No. 4, Foxley-road, Earl's-court-road, Kensington; term, 99 years from June, 1852; ground-rent, £8 per annum; let at £32 per annum.—Sold for £270.
Leasehold corner House, No. 15, Earl's-court-terrace, Kensington; held for 99 years from June, 1852; ground-rent, £11 per annum; let at £50 per annum.—Sold for £450.

By Messrs. Davis & Vigers.

Freehold Dwelling-house, Workshops, &c., South-street, Isleworth; let at £41 : 4 : 0 per annum.—Sold for £450.
Freehold, and small part Copyhold, Grass Farm, 43a. 0r. 3p., with residence, farm buildings, &c., Clayhill, Enfield; let on lease at £100 per annum.—Sold for £2,760.
Freehold, Twelve Messuages and Tenements, Mount Pleasant, Enfield highway; all let on lease at a ground-rent of £34 per annum.—Sold for £450.
Copyhold Cottage Residence, Rose-cottage, Bull Beggar's Hole, Clay-hill, Enfield.—Sold for £135.
Freehold Arable and Grass Lands, 8a. 3r. 18p., Water-lane, near Brigrave, Northamptonshire; let at £10 per annum.—Sold for £320.
Freehold House and Shop, No. 54, Turnmill-street, Clerkenwell; let on lease at £40 per annum.—Sold for £510.
Freehold House, Shop, &c., No. 55, Turnmill-street; let on lease at £38 per annum.—Sold for £360.
Freehold House, Shop, &c., No. 56, Turnmill-street; let at £18 per annum. Sold for £305.
Freehold, Nos. 60 & 65, Turnmill-street, No. 17, Broad-yard, Nos. 4, 5, & 6, Lamb-square, a smaller Cottage in Lamb-square, Four Cottages and Shed in Frying Pan-alley, and Two Cottages in Bit-alley, together let on lease at £50 per annum.—Sold for £510.
Freehold, Three Messuages, Nos. 1, 2, & 3, Magpie-alley, and a Cottage in Ashentree-court, Whitefriars; let on lease at £25 per annum.—Sold for £300.

By Messrs. H. Haines & Son.

Lease and Goodwill of the "Angel and Crown" public-house, Union-street, Spitalfields; term, 27 years from Midsummer last; rent, £60 per annum.—Sold for £2,500.

By Mr. Hullah.

Leasehold House, No. 17, Stanley-street, Chelsea; let at £35 per annum.—Sold for £350.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, *Aug.* 26, 1859.

HARLE, WILLIAM LOCKEY, & JOHN ALDERTON BUSH, Solicitors, London, and Newcastle-upon-Tyne (Harle, Bush, & Co.); as far as regards the said John Alderton Bush. Aug. 19.

FOX, THOMAS, & THOMAS MEE, Attorneys, Solicitors, and Conveyancers, Dover; by mutual consent. Aug. 20.

TURNER, JOSEPH, & JOHN TEED LUSCOMBE, Attorneys & Solicitors, 38 Cannon-st.; by mutual consent. Aug. 3.

Bankrupts.

TUESDAY, *Aug.* 23, 1859.

BROADHURST, JAMES, Builder, 6 Albert-st., Kennington, and 183 & 184 Carlisle-st., Lambeth. *Com.* Fane: Sept. 2, at 11; and Oct. 7, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Hutchinson, 5 Henrietta-st., Covent-garden. *Pet.* Aug. 22.

CALDECOTT, ROBERT, Boarding-house Keeper, Piccadilly, Manchester. Sept. 2 & 29, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Andrew, Manchester. *Pet.* Aug. 9.

DAVIES, EDWARD CLEMENT (and not CLEMENT EDWARD DAVIES, as advertised in last Friday's *Gazette*), Wine and Spirit Merchant, Gainsborough. *Com.* Ayrton: Aug. 31, and Sept. 21, at 12; Kingston upon-Hull. *Off. Ass.* Carrick. *Sol.* Plaskitt, Gainsborough. *Pet.* Aug. 12.

DOHERTY, JAMES, Draper, Birmingham. *Com.* Sanders: Sept. 3, and Oct. 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Smith, Birmingham. *Pet.* Aug. 19.

FENWICK, EDWARD EMERSON, Spirit Merchant, Newcastle-upon-Tyne. *Com.* Ellison: Aug. 30, and Oct. 6, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Michael, Old Jewry; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Aug. 9.

LYONS, JOHN, Steel Manufacturer, Sheffield. *Com.* Ayrton: Sept. 3, and Oct. 1, at 10; Sheffield. *Off. Ass.* Brewin. *Sols.* Anderson, York; or Bond & Barwick, Leeds. *Pet.* Aug. 19.

MARSH, SAMUEL, Lace Manufacturer, Mary-gate, Nottingham (now a prisoner for Debt). *Com.* Sanders: Sept. 6 & 27, at 11.30; Nottingham. *Off. Ass.* Harris. *Sol.* Cann, Nottingham. *Pet.* Aug. 13.

MIDDLETON, SAMUEL, Ironmonger, Oldham. Sept. 2, at 11, & 23, at 12 Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Manchester. *Pet.* Aug. 19.

NEWTON, SAMUEL, Cotton Manufacturer, Stockport, and Dove Bank Mills, Mellor, Derbyshire. Sept. 9, and Oct. 6, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Sutton, Manchester. *Pet.* Aug. 18.

ORMROD, ELI, & RICHARD ROBERTS, Commission Agents, Manchester (Eli Ormrod & Co.) Sept. 8, and Oct. 6, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Fox, Manchester. *Pet.* Aug. 11.

PECKINS, WILLIAM NECK, Auctioneer, Torquay. *Com.* Andrews: Sept. 7, and Oct. 5, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Hooper, Torquay; or Stogdon, Exeter. *Pet.* Aug. 12.

SEAGER, WILLIAM, Builder, 3 Phillip's-pl., Shooter's-hill-rd. *Com.* Goulburn: Sept. 5, and Oct. 3, at 11.30; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Keene, 77 Lower Thames-st. *Pet.* Aug. 19.

WALLYER, WILLIAM WALLYER, Post Master, Sandown, Isle of Wight. *Com.* Goulburn: Sept. 5, at 11; and Oct. 3, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Hallward, 5 Mitre-ct. *Pet.* Aug. 18.

FRIDAY, *Aug.* 26, 1859.

COBB, LEVI, Eating-house Keeper, Liverpool. *Com.* Perry: Aug. 30, and Sept. 23, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Statham & Cotton, Liverpool. *Pet.* Aug. 8.

GUBB, WILLIAM, Ironmonger, Fore-st., Topsham. *Com.* Andrews: Sept. 12 and Oct. 5, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Daw, Exeter. *Pet.* Aug. 23.

HARWOOD, CLEMENT, Carpenter, Halberton, Devonshire. *Com.* Andrews: Sept. 14 and Oct. 5, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Roberts, Exeter. *Pet.* Aug. 19.

MEDLAND, EMMA, Eating-house Keeper, 27 Cheapside. *Com.* Goulburn: Sept. 7, at 11; and Oct. 10, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sol.* King, 25 College-hill. *Pet.* Aug. 25.

MORRISON, RICHARD, Guano Dealer, Carlisle. *Com.* Ellison: Sept. 8, at 11.30; and Oct. 20, at 10; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Neal & Martin, Liverpool; and Ingledew & Daggett, Newcastle-upon-Tyne. *Pet.* Aug. 11.

NICOL, THOMAS ALEXANDER, Upholsterer, 110 Sloane-st., Chelsea, and 5 Pembroke-pl., Spring-grove. *Com.* Goulburn: Sept. 10, at 11; and Oct. 10, at 1.30; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Elamlie, 10 Lombard-st. *Pet.* Aug. 25.

PRIOR, EDWARD STAFF, & ALFRED STAFF PRIOR, Coal Merchants, Bishopsgate-st. *Com.* Fane: Sept. 9, at 11; and Oct. 20, at 1; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Vandercom & Co., Bush-lane. *Pet.* Aug. 23.

STURENBURGH, HENRY (and not STUREMBURG, as advertised in last Tuesday's *Gazette*), & WILLIAM GOLDENSTEDT, Ship Brokers, Liverpool. *Com.* Perry: Sept. 2, at 11; and Sept. 23, at 2; Liverpool. *Off. Ass.* Bird. *Sols.* Dodge & Wynne, Liverpool. *Pet.* Aug. 10.

WHITE, BENJAMIN, Tailor, 6 Lower Grosvenor-st. *Com.* Fane: Sept. 9, at 12.30; and Oct. 7, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Dod, 19 Gt. Portland-st. *Pet.* Aug. 24.

WINDUS, ARTHUR EDWARD, Scarf Manufacturer, 20 Aldermanbury (A. E. Windus & Co.) *Com.* Goulburn: Sept. 10, at 11; and Oct. 10, at 11.30; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Aug. 23.

YATES, JAMES, Pawnbroker, Bolton-le-Moors, Lancashire. Sept. 13, at 11; and Oct. 7, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Smith, Birmingham; or Cobbett & Wheeler, Manchester. *Pet.* Aug. 12.

BANKRUPTCY ANNULLED.

TUESDAY, *Aug.* 23, 1859.

HORNER, THOMAS, Druggist, 50 St. John-st., and 97 Bridport-pl., Hoxton (trading in co-partnership with Michael Sweetnam). Aug. 23.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Aug.* 23, 1859.

WHITTAKER, SAMUEL, Licensed Victualler, Manchester. Sept. 13, at 12; Manchester.

FRIDAY, *Aug.* 26, 1859.

HASTE, WILLIAM, & RICHARD HASTE, Machine Makers, Bradford. Sept. 16, at 11; Leeds.

SENIOR, ROBERT, & STEPHEN SENIOR, Blanket Manufacturers, Staincliffe, Yorkshire. Sept. 16, at 11; Leeds.

TAYLOR, JAMES, Worsted Spinner, Ovenden, Halifax (Thomas Taylor & Sons). Sept. 16, at 11; Leeds.

WILLIAMSON, JOSEPH, Farmer, Stockport (Williamson & Roberts). Sept. 23, at 12; Manchester.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Aug.* 23, 1859.

CAVE, ROBERT, Fishmonger, Thames-st., Windsor. Sept. 14, at 12.30; Basinghall-st.

SHEDDEN, JOHN GREEN, Woollen Draper, Birmingham. Sept. 14, at 11; Birmingham.

SMART, HENRY, Dealer in Pictures, 10 Tichbourne-st., Haymarket. Sept. 15, at 11.30; Basinghall-st.

FRIDAY, *Aug.* 26, 1859.

DUNNELL, JOHN, Licensed Victualler, College-st., Camden Town Sept. 16, at 11, Basinghall-st.

HUGHES, HENRY NELSON, Builder, Broughton, Denbigh. Sept. 20, at 12, Liverpool.

PROCTER, ROBERT, Corn Broker, Liverpool. Sept. 19, at 11, Liverpool.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Aug.* 23, 1859.

GROSSMITH, CHARLES, Perfumer, 135 Strand (in co-partnership with George Tate, under the style of Charles Grossmith and Co.) Aug. 18, 3rd class.

HODD, JAMES, & JOHN GILL, Ironmongers, 127 London-rd., Southwark. Aug. 13, 2nd class.

SHEWBROOKS, WILLIAM, Builder, Taunton. Aug. 17, 3rd class, at the expiration of 21 days from the date hereof.

SILLAR, DAVID, & JOHN CHARLES SILLAR, Merchants, Liverpool, and of Shanghai, China (Sillar Brothers). Aug. 22, 1st class.

TILLEY, GEORGE, Publican, 2 Newton-st., Holborn. Aug. 8, 2nd class.

WHITWELL, THOMAS, Licensed Victualler, Hermon-hill, Wanstead. Aug. 9, 2nd class.

FRIDAY, *Aug.* 26, 1859.

CLARKE, WILLIAM, Licensed Victualler, Great Stanmore, Middlesex. Aug. 13, 1st class.

DROUET, WILLIAM, Hotel-keeper, Fleet-st. Aug. 18, 3rd class.

JONES, WILLIAM, Coal Merchant, Isleworth. Aug. 18, 2nd class.

LYON, EDWIN DUNKIN, Pianoforte Manufacturer, 26 Castle-st., Oxford-st. Aug. 18, 2nd class.

PROWSE, CHARLES, Chemist, Bristol. Aug. 24, 1st class.

SILCOX, STEPHEN CHAPMAN, Carpenter, Trowbridge. Aug. 24, 1st class.

Assignments for Benefit of Creditors.

TUESDAY, *Aug.* 23, 1859.

BURLACE, RICHARD, Ship Builder, East Stonehouse, Devonshire. Aug. 16. *Trustees*, E. Wilkes, Butcher, East Stonehouse; W. Lambell, Timber Dealer, East Stonehouse. *Sols.* Edmonds & Sons, Plymouth.

COOKE, EDWARD, Coal Merchant, Worcester. Aug. 10. *Trustee*, J. Robinson, Coal Master, Gresley-wood Colliery, near Burton-on-Trent. *Sol.* Allen, Birmingham.

HAWKER, HENRY, Baker, St. Sidwell, Exeter. Aug. 5. *Trustees*, G. Slocombe, Miller, Ide, Devonshire; J. Kemp, Miller, Exeter. *Sol.* Terrell, Exeter.

JACKSON, ALFRED OSMOND, Auctioneer, Doncaster. Aug. 15. *Trustees*, R. Farr, Ironmonger, Doncaster; A. Hall, Tailor, Doncaster. Creditors to execute before Nov. 15. *Sol.* Wright, Doncaster.

MANNERS, EDWARD, Merchant, Darlington. Aug. 11. *Trustees*, A. Dinsdale, Bank Agent, Darlington; R. C. Stonehouse, Miller, Darlington. *Sols.* G. & G. T. Allison, Darlington.

REDWAY, RICHARD, Sailmaker, Exmouth, Devonshire. July 25. *Trustees*, H. Grant, Ship Chandler, Cardiff; H. Davy, Canvass Manufacturer, Crediton, Devonshire; R. Woodman, Butcher, Exmouth. *Sol.* Stogdon, Exeter.

ROGERS, ESAU, Builder, 1 Milsom's-bldgs., West-park, Bristol. Aug. 6. *Trustees*, E. Chillcott, Ironmonger, John-st., Bristol; J. A. Jones, Timber Merchant, Canons-marsh, Bristol; J. G. Hobbs, Gent., Broad-st., Bristol. *Sol.* Leonard, Bristol.

TREGENNA, OLIVER, Draper, Truro, Cornwall. Aug. 2. *Trustee*, W. Kendall, Woollen Draper, Exeter. *Sol.* Stogdon, Exeter.

WEBB, HENRY WILLIAM, Timber Merchant, 11 Middleton-ter., Dalston, and 8 Hackney-rd. Aug. 5. *Trustees*, H. W. Harding, Timber Mer-

chant, 33 Gracechurch-st.; E. Smallfield, Timber Merchant, 55 King William-st. *Sols.* Venning, Naylor, & Robins, 9 Tokenhouse-yard.

WEATHERIFF, JAMES, Builder, Glamford Briggs, Lincolnshire. July 14. *Trustees.* J. B. Allen, Bank Agent, Glamford Briggs; W. Hart, Machine Maker, Broughton; T. Varlow, Grocer, Glamford Briggs. Creditors to execute before Oct. 14. *Sols.* Jackson, Kingston-upon-Hull; Freer, Scawby; or Hett, Glamford Briggs.

FRIDAY, *Aug.* 26, 1859.

APPLETON, JOHN, Builder, Cowick, York. Aug. 12. *Trustees*, H. Liversidge, Timber Merchant, Selby; J. Wordsworth, Ironmonger, Pontefract; T. Raper, Plumber, Snaith, Yorkshire. Creditors to execute on or before Oct. 11. *Sol.* Clark, Snaith.

FISHER, WILLIAM, Draper, Carlisle. Aug. 19. *Trustee*, H. Horsley, Commercial Traveller, Darlington. Creditors to execute on or before Nov. 19. *Sol.* Donald, Calisle.

HUNT, GEORGE ALFRED, Upholsterer, 186 Pentonville-rd., and 13 Weston-pl., King's-cross. Aug. 8. *Trustees*, J. Kitchen, Cabinetmaker, 32 City-rd., Islington; J. Wilde, Curtain-rd., Shoreditch. *Sols.* Blake & Snow, 22 College-hill.

INCHCOMB, CHARLES, Wheelwright, Bredgar, Kent. Aug. 13. *Trustees*, R. G. Stone, Timber Merchant, Faversham; G. Smeed, Merchant, Tunstall. *Sol.* Tassell, Faversham.

LOWNDES, EDWARD, Corn Dealer, Mepal, Isle of Ely. Aug. 2. *Trustee*, G. Knox, Gent., 53 Oakley-sq., St. Pancras. *Sols.* Dalton & Greenway, 3 Bucklersbury.

RAITHBY, WILLIAM ROBERT, Farmer, Grainthorpe, Lincolnshire, now of Yarborough. Aug. 8. *Trustees*, T. Jackson, Auctioneer, Louth; T. Ranshaw, Draper, Louth. *Sol.* Falkner, Louth.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *Aug.* 23, 1859.

DONALDSON, JOHN, Wine Merchant, late of 35 Mark-lane, and of Gloucester-ter., Hyde-pk. (who died in or about the month of April, 1856). Bennett *v.* Donaldson and others, V. C. Wood. Nov. 2.

DONALDSON, HENRY, Wine Merchant, late of 35 Mark-lane, and of Piccadilly (who died in or about the month of Dec., 1858). Bennett *v.* Donaldson and others, V. C. Wood. Nov. 2.

ELKIN, SOLOMON, Esq., Kingston, Surrey, and Island of Jamaica (who died in or about the month of Feb., 1826). Barber *v.* Hime and others, Registry of the Liverpool District. Nov. 19.

HUTCHINSON, WILLIAM PARRY, Gent., Liverpool, late of New Brighton (who died in or about the month of Oct., 1854). Hutchinson *v.* Molyneux and others, Registry of the Liverpool District. Sept. 23.

Scotch Sequestrations.

TUESDAY, *Aug.* 23, 1859.

M'CALLAN, GEORGE, Tinsmith, Johnstone, Renfrewshire. Aug. 26, at 1; Globe-hotel, Paisley. *Seq.* Aug. 17.

POOLEY, ALEXANDER GOSSELL, 3 Cornwall-ter., Lee, Kent, residing at Ardrishaig, now at Inverary. Aug. 26, at 11; George-hotel, Inverary. *Seq.* Aug. 19.

THOMSON, JOHN, Merchant, Horndean, Berwick (John Thomson & Co.) Aug. 29, at 1; Black Swan-inn, Dunse, Berwick. *Seq.* Aug. 19.

TURNBULL, JAMES, Innkeeper, Kirkintilloch. Aug. 30, at 12; Dowell's & Lyon's Rooms, Edinburgh. *Seq.* Aug. 19.

WILSON, PETER, Cattle Dealer, Fallhills, Lanarkshire. Aug. 29, at 2; Dowell's & Lyon's Rooms, Edinburgh. *Seq.* Aug. 18.

FRIDAY *Aug.* 26, 1859.

BROWN, ALEXANDER, Grocer, Leith-walk, Edinburgh. Sept. 5, at 2; Stevenson's-rooms, Andrew-sq., Edinburgh. *Seq.* Aug. 23.

DUNHAM, GEORGE HENDERSON, Temperance-hotel Keeper, 3 Nicolson-st., Edinburgh. Sept. 2, at 11; Stevenson's-rooms, Edinburgh. *Seq.* Aug. 24.

FORSYTH, JOHN, Builder, Bellgrove-st., Glasgow. Aug. 30, at 1; Faculty-hall, Glasgow. *Seq.* Aug. 22.